

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

527

0-2

PAID AND SATISFIED
May 3, 1988

SUN LIFE ASSURANCE COMPANY OF CANADA

[Signature]
P. R. Draper For President

[Signature]
This Affidavit is attached to the paid note in accordance with Chapter 349,
1972 Laws of Maryland (Section 3-105c of Article 21 of the Annotated Code)

STATE OF MARYLAND, COUNTY OF HOWARD, Sct:

I HEREBY CERTIFY, under penalties of perjury, that the attached note is the
only original note secured by a deed of trust recorded among the Land Records of

in Liber/Folio: 1548/234

ANNE ARUNDEL COUNTY, MARYLAND

RECORD FEE 13.00
POSTAGE .50

and that, after satisfaction of the debt secured thereby, I received the said note from

SUN LIFE ASSURANCE COMPANY OF CANADA

PAINWEBBER MORTGAGE FINANCE, INC.

[Signature]
Charles T. Isenhour, Senior Vice President
Agent for Party Making Satisfaction

13750
MALCOLM B. SMITH
P.O. Box 28
Annapolis, MD 21404

SUBSCRIBED AND SWORN TO before me this 23rd day of March, 1988.

My commission expires: July 1, 1990

[Signature]
Betty J. Langer Notary Public

This Affidavit is attached to the paid note in accordance with Chapter 349,
1972 Laws of Maryland (Section 3-105c of Article 21 of the Annotated Code)

STATE OF MARYLAND, COUNTY OF HOWARD, Sct:

I HEREBY CERTIFY, under penalties of perjury, that the attached note is the
only original note secured by a deed of trust recorded among the Land Records of

in Liber/Folio: 197/206

ANNE ARUNDEL COUNTY, MARYLAND

and that, after satisfaction of the debt secured thereby, I received the said note from

SUN LIFE ASSURANCE COMPANY OF CANADA

PAINWEBBER MORTGAGE FINANCE, INC.

[Signature]
Charles T. Isenhour, Senior Vice President
Agent for Party Making Satisfaction

1010
MALCOLM B. SMITH
P.O. Box 28
Annapolis, MD 21404

SUBSCRIBED AND SWORN TO before me this 23rd day of March, 1988.

My commission expires: July 1, 1990

[Signature]
Betty J. Langer Notary Public

BOOK 527 PAGE 51

C.B. CLERK

RECORD FEE 10.00
POSTAGE .50

NO 264790 0055 R01 T11#30

05/17/88

272323

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 100,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Rental Management Associates Address(es): P.O. Box 1533
Glen Burnie, MD 21061

RECORD FEE 12.00
POSTAGE .50
#178950 C237 R02 T15:38
05/16/88

RNM

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
Attention: Dennis R. Glasgow (REIG) P.O. Box 871
Annapolis, MD 21404

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated April 29, 1988 from Debtor(s) to Stephen F. Beckenholdt and Dennis M. Miller, 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): Rental Management Associates
BY: [Signature] (SEAL)
E. Patrick Cole, Managing General Partner

(SEAL)

Secured Party:
MARYLAND NATIONAL BANK
By: [Signature] (SEAL)
Dennis R. Glasgow, Assistant Vice President
Type name and title

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

1200
50

272823

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

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and Address(es) Corbman, Mark A. , Hohman, Jr. Ross W. a partnership dba/ Magothy Contractors 254 Cypress Creek Road Severna Park, Md. 21146</p>	<p>2 Secured Party(ies) and Address(es) Motorola C & E P.O. Box 8788 BWI airport, Md. 21240</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 13.00 POSTAGE .50 #128240 1777 R04 110154 PWR 05/17/89</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor.</p> <p>Not subject to recordation tax.</p>		<p>5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 7240 Parkway Drive Suite 140 Hanover, Md. 21076</p>

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

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

Filed with:

Magothy Contractors

Motorola C & E

By: [Signature]
 Ross W. Hohman Jr. Signatures of Debtor(s)
 Filing Officer Copy-Alphabetical Partner

By: [Signature]
 Pat Serra Signatures of Secured Party(ies)
 Lease/Contract Admin.

13.52

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) Evans, Mark dba/ Precision Paper & Paint 1782 Crownsville Road Annapolis, Md. 21401	2 Secured Party(ies) and Address(es) Motorola C & E P.O. Box 8788 BWI Airport, Md. 21240	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #128830 CTTT NOV 110453 AUM
4 This financing statement covers the following types (or items) of property: All Motorola Communication Equipment and inventory owned or hereafter acquired by debtor. Not subject to recordation tax.		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 7240 parkway Drive Suite 140 Hanover, md. 21076

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:

Precision Paper & Paint _____ Motorola C & E _____
 By: [Signature] _____ By: [Signature] _____
 Mark Evans Signature(s) of Debtor(s) Owner Lise Mangerie Signature(s) of Secured Party(ies)
 Filing Officer Copy — Alphabetical Lease/Contract Analyst
 1250
 603469 Rev. 12-98
 OK

272925

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) KERR, JR. GEORGE E. KERR PATRICIA M. 20 N. CAROL STREET LAUREL MD 20707		2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706		3 <input type="checkbox"/> The Debtor is a transmitting utility
5 This Financing Statement covers the following types (or items) of property 1979 REDMAN SERIAL # 12208970 NEW MOON 14 X 60 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		6 Assignee(s) of Secured Party and Address(es). GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		
8 Describe Real Estate Here <input type="checkbox"/> Products of the Collateral are also covered		9 Name of a Record Owner <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).		

4 For Filing Officer Date, Time No Filing Office
RECORD FEE 12.00
POSTAGE .50
#12208970 DTG 80- 110:52
05/17/88

By George E. Kerr Signature(s) of Debtor(s)
By Patricia M. Kerr Signature(s) of Debtor(s)
By [Signature] Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL 1250
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

272826

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):
BWI Associates Ltd Partnership
dba Comfort Inn, BWI
6921 Baltimore-Annapolis Blvd
Baltimore, MD 21225

2. Secured Party(ies) Name(s) and Address(es)
RCA Service Company
A Division of RCA Corporation
Route 38
Cherry Hill, NJ 08358

3. The Debtor is a transmitting utility.

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

RECORD FEE 17.00
POSTAGE .00

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

All RCA Television Receivers, RCA Telephones
Accessories, and Associated Equipment 80-0063
and Systems—Present and Future.

Recordation tax paid to State on equip. price 86,197.17
 Proceeds of the Collateral are also covered.
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
General Electric Capitol Corp.
101 E. Ridge Dr Suite 301
Danbury, Ct 06810

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

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.

BWI Associates Ltd, Partnership

RCA Service Company

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

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

(12/82)

BOOK 527 PAGE 7
272827

EQUIFAX SERVICES SINGLE PROPERTY CHECK REPORT

ACCT NO 154-912	FILE NO NS	Location of property to be checked 6075 Belle Grove Rd.,
BWI Assoc. Lmt Partnership		County or Township Baltimore, Md.

DEED RECORD (Recorder's Office — Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of instrument	Lot#	Block #	Book	Page
BWi Assoc.	REICO - Belle Grove Joint Venture	4-14-86	as per	attached	4053	710 - 738

(Give additional description of property if requested by customer's overprint.)

THE ABOVE GOODS ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED ON THE ATTACHMENT(S) HERETO, AND THIS FINANCING STATEMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS. SEE ATTACHMENT(S) FOR ADDITIONAL INFORMATION.

EXHIBIT "A"

BEGINNING for the same at a concrete monument found at the beginning of the South 72°40' West 837.60 foot line of the conveyance from Robert M. Baer and Margaret B. Baer to William G. Koch by Deed dated October 30, 1945 and recorded among the Land Records of Anne Arundel County, Maryland, in J.H.H. 357, folio 178; and running from beginning point so fixed and with part of said line which is the South 72°40' West 819 foot line of the conveyance from William G. Koch, unmarried, to Thomas Andrew and Albert Kullen, co-partners, trading as the Mon Fire Drive Inn Company, by Deed dated September 23, 1964, and recorded among the Land Records of Anne Arundel County in Book 1795, page 598; said bearings being corrected to Maryland Grid North, South 65° 33' 20" West 819 feet to a concrete monument set; said last line having passed through a pipe found at 216.56 feet and a monument found at 566.56 feet; said concrete monument being set on the northeast side of the Old Annapolis Road or Baltimore-Annapolis Blvd., 60 feet wide; THENCE running with the northeast side of the Baltimore-Annapolis Blvd. and with the line of the last mentioned conveyance to Andrew and Kullen, North 26°50' West 153.71 feet to an iron pipe found; THENCE continuing with the northeast side of the Baltimore-Annapolis Blvd. and leaving said conveyance to Andrew and Kullen and running with the last line of the conveyance from Louis Brodsky and Basala Brodsky, his wife, to Thomas Andrew and Ellen Andrew, his wife, by Deed dated January 17, 1974, and recorded among the Land Records of Anne Arundel County in Liber 2631, page 416, North 24°08' West 50 feet to an iron pipe set in the North 72° 40' East 215 foot line of the first part of said conveyance from Brodsky to Andrew; THENCE with a part of said line, reversely, South 65°32' West 12 feet to a railroad spike set in the shoulder paving of the Annapolis Blvd.; THENCE continuing with the line of said conveyance to Andrew, reversely, and along or through the bed of the Baltimore-Annapolis Blvd. North 24°08' West 116 feet to a PK Nail set in the paving at the intersection of the east side of Belle Grove Road with the northeast side of the Baltimore-Annapolis Blvd.; THENCE continuing with the line of the last mentioned conveyance to Andrew, reversely, and as corrected to Maryland Grid North, North 08°20' East 117.72 feet to an iron pipe found; THENCE continuing with the east side of Belle Grove Road and with the North 15°05' East 24 foot line of the abovementioned conveyance from William G. Koch to Thomas Andrew and Albert Kullen, North 08°20' East 24 feet to a railroad spike set in the paving; THENCE continuing with the east side of Belle Grove Road and leaving said conveyance to Andrew and Kullen and running with the west line of a conveyance to Thomas Andrew, recorded in Liber 2603, folio 592; North 08°20' East 73.27 feet to an iron pipe set in the South 74° 55' East 220 feet line of the conveyance from William G. Koch to Thomas Andrew, Sr. and Ellen I. Andrew by Deed dated December 12, 1969 and recorded among the land records in Liber 2322, folio 81; THENCE continuing with the east side of Belle Grove Road and the west side of said conveyance, as now surveyed, North 08°20' East 99.73 feet to intersect the South 06°10' East 890.63 feet line of the whole tract; THENCE leaving Belle Grove Road and running with said line, as now surveyed, South 73°11'30" East 806.03 feet to the place of beginning; said last line having passed through a stone found at a distance of 41.41 feet from its beginning.

CONTAINING 6.1724 acres and being subject to any rights the public or Maryland Department of Transportation might have in the area along the Baltimore and Annapolis Blvd. that has been paved for road widening purposes.

BEING the same property as described in a Deed dated August 5, 1978 and recorded among the Land Records of Anne Arundel County in Liber 3110, folio 316, from Thomas Andrew, Sr. (also known as Thomas Andrew) and Ellen Andrew, his wife, to the Grantor herein.



Real Estate Title Company

PER SAMPLE DED.D REV. 1-80

BOOK 527 PAGE 9

BOOK 4053 PAGE 710

Agents: Lawyers Title, Richmond, Virginia

App. No. 126330

This Deed, Made this 14th day of April

in the year one thousand nine hundred and eighty-six by and between

REICO-BELLE GROVE JOINT VENTURE, -----

of the first party -----
in the State of Maryland, of the first part, and
SWI ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, party

of the second part.

WITNESSETH that in consideration of the sum of \$ 671,000.00, which is the actual consideration paid or to be paid, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the said party of the second part, its successors and/or

personal representatives and assigns, in fee simple, all that lot of ground situate in Anne Arundel County, -----
----- State of Maryland, and described as follows:

Description - See Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 15.00
RECORD TAX 4197.00
TRANS TAX 1355.00
COUNTY TAX 6770.00
POSTAGE 2.00
APR 17 1986



1500
409700
3355.00
6710.00
ID

WE HEREBY CERTIFY THAT THE PROPERTY INDICATED IN THIS DEED OF CONVEYANCE HAS BEEN TRANSFERRED ON THE ASSESSMENT RECORDS OF ANNE ARUNDEL COUNTY AS PROVIDED FOR UNDER ART 81 SEC 3-104 OF THE MARYLAND CODE

EDWARD H. BROWN
SUPERVISOR OF ASSESSMENTS

5/8

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): WEYERHAEUSER COMPANY
7270 Park Circle Drive
Dorsey, MD 21076

2. Secured Party(ies) Name(s) and Address(es): LEASE-QUIP, INC.
P.O. Box 125
Perkasie, PA 18944

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

RECORD FEE 11.00

5. This Financing Statement covers the following types (or items) of property:
One PIQUA COMPACTOR, s/n 87632

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

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).

WEYERHAEUSER COMPANY LEASE-QUIP, INC.

By X [Signature] By _____
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (1) FILING OFFICER COPY - NUMERICAL (Required only if Item 10 is checked.)
 (3/83)

272929

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) Dutyfree International, Inc. T/A Ammex Warehouse Co., Inc. 6741 Baymeadow Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Vendor Funding Co., Inc. 3333 New Hyde Park Road New Hyde Park, NY 11042	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: (2) Bydetel BDM 1000 with antennas and installation		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 12.00 POSTAGE 1.00 \$128400 CTT7 ROM 1 (100) RAM
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with:
Dutyfree Internaitonal, Inc. T/A Ammex Warehouse Co., Inc. By: <u>M. W. [Signature]</u> Signature(s) of Debtor(s)	Vendor Funding Co., Inc. By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

AA Co.

BOOK 527 PAGE 12

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270032

RECORDED IN LIBER 518 FOLIO 451 ON October 5, 1987 (DATE)

1. DEBTOR

Name Commerce, Inc.
Address 700 Evelyn Avenue, Linthicum Heights, Maryland 21090

2. SECURED PARTY

Name The First National Bank of Maryland
Address 25 South Charles Street, Baltimore, Maryland 21202
John R. Devine, Miles & Stockbridge
10 Light Street, Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#128410 0777 R04 T10400
05/17/88

THE FIRST NATIONAL BANK OF MARYLAND

Dated May 2, 1988

By: Thomas B. Freeze
(Signature of Secured Party)

Thomas B. Freeze, Vice President
Type or Print Above Name on Above Line

15.50

STATE OF MARYLAND

AA Co.

BOOK 527 PAGE 13

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270565

RECORDED IN LIBER 520 FOLIO 151 ON 11/20/87 (DATE)

1. DEBTOR

Name Commerce, Inc.

Address 815 Central Avenue, Linthicum, Maryland 21090

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21202
John R. Devine, Miles & Stockbridge
10 Light Street, Baltimore, Maryland 21202

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECEIVED FILE 10.00
POSTAGE .50
#128420 1777 104 110+00
RAM 05/17/88

THE FIRST NATIONAL BANK OF MARYLAND

Dated May 2, 1988

By: [Signature]
(Signature of Secured Party)

Thomas B. Freeze, Vice President
Type or Print Above Name on Above Line

10.00

STATE OF MARYLAND

AA Co.

BOOK 527 PAGE 14

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271360

RECORDED IN LIBER 522 FOLIO 222 ON 1/21/88 (DATE)

1. DEBTOR

Name Commerce, Inc.
Address 700 Evelyn Avenue, Linthicum Heights, Maryland 21090

2. SECURED PARTY

Name The First National Bank of Maryland
Address 25 South Charles Street, Baltimore, Maryland 21202
John R. Devine, Miles & Stockbridge
10 Light Street, Baltimore, Maryland 21202

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00

POSTAGE .50

#128430 0777 104 110300

RAM 05/17/88

THE FIRST NATIONAL BANK OF MARYLAND

Dated May 2, 1988

By: *Thomas B. Freeze*
(Signature of Secured Party)

Thomas B. Freeze, Vice President
Type or Print Above Name on Above Line

1050

272831

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 \$ 45,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Dept of Assessments and Taxations.

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

1. S & S Automotive Inc T/A Precision Tune 1. (See attached Schedule A)

2. SSSS Realty, a Maryland General Partnership 2. 7425 Harford Road, Baltimore, Md 21234

6. Secured Party Address

Equitable Bank, National Association
Attention: Debra Grimm 100 S. Charles St.
Documentation Assistant Baltimore, Maryland 21201

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

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

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

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

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

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

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

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

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

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

Debtors S & S Automotive Inc T/A Precision Tune SSSS Realty, a Maryland General Partnership

BY: Martin Schwartz (Seal) BY: Martin Schwartz (Seal)
Martin Schwartz, President Martin Schwartz, General Partner

BY: Barbara Schwartz (Seal) BY: Barbara Schwartz (Seal)
Barbara Schwartz, General Partner

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

BY: David Schwartz (SEAL)
David Schwartz, General Partner

BY: Marie Schwartz (SEAL)
Marie Schwartz, General Partner

Form 609 (7/82)

RECORD FEE 17.00
 .50
 05/17/80
 RAM

17.50

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

Pick up with et al

SCHEDULE A

BOOK 527 PAGE 17

This Schedule A is attached to and made a part of a Financing Statement by and between S & S Automotive, Inc. T/A Precision Tune (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

Store#	Address
50-2	6200 Baltimore National Pike Baltimore, Maryland 21228
50-3	5523 Belair Road Baltimore, Maryland 21206
50-4	8000 Pulaski Highway Baltimore, Maryland 21237
50-5	1645 Merritt Boulevard Baltimore, Maryland 21222
50-6	8101 Loch Raven Boulevard Baltimore, Maryland 21204
50-7	7233 Ritchie Highway Glen Burnie, Maryland 21061
50-11	1992 West Street Annapolis, Maryland 21401
50-12	10519 York Road Cockeysville, Md 21030
50-14	2007 Eastern Boulevard 829 MARLYN AVE. Baltimore, Maryland 21220 CF
	(Main Office) 7425 Harford Road Baltimore, Maryland 21234

Section G continued

All of the Debtor's right, title, and interest in and to a certain Equipment Lease dated February 25, 1985 by and between SSSS Realty, ("Lessor") and S & S Automotive, Inc. ("Lessee") covering 4 Dynamometers 4 Sun Scopes and 2 Sun Exhaust Analyzers

All of the Debtor's right, title and interest in and to a certain Equipment Lease dated June 10, 1985 by and between SSSS Realty ("Lessor") and S & S Automotive, Inc. ("Lessee") covering 4 Dynamometers 4 Sun Scopes and 2 Sun Exhaust Analyzers

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

STATE OF MARYLAND

BOOK 527 PAGE 18

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242503

RECORDED IN LIBER 449 FOLIO 429 ON 5/10/82 (DATE)
Anne Arundel County

1. DEBTOR

Name Baltimore Beauty and Barber Supply, Inc.

Address 105 North Langley Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Contel Credit Corporation

Address 64A Perimeter Center East, Atlanta, GA 30346

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

RECORD FEE 10.00
POSTAGE .50

3. Maturity date of obligation (if any)

6128650 DTTT RNF 110133

05/17/82

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Termination</u></p>
<p>0011335-100</p>	

RAM

Dated _____

1050

Deborah Shultz
(Signature of Secured Party)

CONTEL CREDIT CORPORATION
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 527 PAGE 19
Identifying File No. 272832

FINANCING STATEMENT FORM UCC-1

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

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

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

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

1. DEBTOR GENERAL ELEVATOR COMPANY, INCORPORATED FED.ID. #52-0324870
Name 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090
Address _____

2. SECURED PARTY AMPLICON, INC. FED.ID. #95-3162444
Name 2020 E. First St., Suite 401
Address Santa Ana, CA 92705

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
RE: SCHEDULE 11(TX), 12(MD) AND 13(MD) TO LEASE #OL-1776 (MD) DATED: MARCH 13, 1987

"EQUIPMENT MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF."

"INCLUDING ALL ACCESSIONS, ADDITIONS, IMPROVEMENTS, REPLACEMENTS, AND SUBSTITUTIONS THERETO AND THEREFOR, AND ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF AND FROM SAID EQUIPMENT."

RECORD FEE 11.00
POSTAGE .50
#128470 0777 604 T10137

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)

05/17/88
RJM

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

ASSIGNEE: GENERAL ELECTRIC CAPITAL CORPORATION
P.O. BOX 6199
ORANGE, CA 92613

[Signature]
(Signature of Debtor)
GENERAL ELEVATOR COMPANY, INCORPORATED

RECEIVED MAY 10 1988

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

V.E.F.D. INFOSEARCH, INC.
P.O. Box 2587
Sacramento, CA 95814
[Signature]
(Signature of Secured Party)
AMPLICON, INC.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.50

EXHIBIT "A" (SCHEDULE(S) 11, 12 AND 13 TO LEASE # OL-1776 DATED MARCH 13, 1987)

TO
UCC-1 FINANCING STATEMENT(S)
WHEREIN

GENERAL ELEVATOR COMPANY, INCORPORATED IS THE DEBTOR, AND
AMPLICON, INC. IS THE SECURED PARTY

LESSEE: GENERAL ELEVATOR COMPANY, INCORPORATED,
601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090

EQUIPMENT LOCATION: AS SET FORTH BELOW

QUANTITY	DESCRIPTION	SERIAL #S
<u>SCHEDULE 11: 3135 FALL STREET, HOUSTON, TX 77054</u>		
(01)	IBM MODEL 30 (640K, 20MB, 1-720K DD)	1073988
(01)	IBM MONOCHROME DISPLAY (8503)	0011352
(01)	DOS 3.3 IBM	
(01)	CABLE: 9'25M-25F RS232	
(01)	MODEM: ENTRE 2400 EXT	0100797
(10)	DISK: 3.5 IMB DS/DD 100 EA.	
<u>SCHEDULE 12: 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090</u>		
(01)	IBM MODEL 30 (640K, 20MB, 1-720K DD)	1036731
(01)	IBM MONOCHROME DISPLAY (8503)	0269806
(01)	CABLE: 9' PARALLEL PRINTER	
(10)	DISK: 3.5 DS/DD	
(01)	CABLE: 9'25M-25F RS232	
(01)	PROPRINTER XL24 (132COL/24 WIRE)	0016430
(01)	MODEM: ENTRE 2400 EXT	0100804
<u>SCHEDULE 13: 601 NURSERY ROAD, LINTHICUM HEIGHTS, MD 21090</u>		
(01)	IBM MODEL 30 (640K, 20MB, 1-720K DD)	1036731
(01)	IBM MONOCHROME DISPLAY (8503)	0269806
(01)	CABLE: 9' PARALLEL PRINTER	
(10)	DISK: 3.5 DS/DD	
(01)	CABLE: 9'25M-25F RS232	
(01)	PROPRINTER XL24 (132COL/24 WIRE)	0016430
(01)	MODEM: ENTRE 2400 EXT	0100804
(05)	DISK: 3.5 1MB DS/DD 100 EA.	

DEBTOR

SECURED PARTY

GENERAL ELEVATOR COMPANY, INCORPORATED

AMPLICON, INC.

BY: [Signature] RECEIVED
MAY 10 1988

BY: [Signature]

NAME: DAVID A. QUARANTA

NAME: TED FLATI
~~CHRIS ROBINSON~~

TITLE: MIS DIRECTOR V.E.F.D.

TITLE: VICE PRESIDENT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 527 PAGE 21

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

272833

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

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

This financing statement Dated 4/21/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Intercap Graphics Systems, Inc.

Anne Arundel County

Address 2525 Riva Rd. Annapolis, Maryland 21401

2. SECURED PARTY

Name Contel Credit Corporation

Address 64A Perimeter Center East, Atlanta, Georgia 30346

RECORD FEE 11.00

#128710 DTTT RGA 110433

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

18/17/87

RNN

3. Maturity date of obligation (if any)

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

- 1 VS450-EA VS2000, 6MB, B/W, 19" VMS 120V
- 1 LK201-LA KYBD-US/AUSTRALIAN
- 1 VSXXX-AA CORPORATE MOUSE
- 1 BA40A-AA EXPANSION ADAPTER
- 1 TK50Z-FA TK50, CTRL, EXP BOX 120V
- 1 Q80001-H5 VMS 2 USER UPD TK50
- 1 Q8A96-H5 VWS UPD TK50
- 1 Q8D04-H5 DECNET-VAX E/N UPD TK50
- 1 RD53-EA 71MB DISK FOR US2000
- 1 SV-LV55Y-EK GPX 4PLANE COLOR BA23 5MB 12
- 1 DESTA-AA THINWIRE ENET STATION ADAPT

- 1 Q4001-H5 VMS UPD TK50
- 1 Q4A96-H5 VWS UPD TK50
- 1 BNE3L-20 20M IEEE802 TEFLN STR AUI C

Name and address of Assignee

NOT SUBJECT TO TAX

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

0120432-00300

INTERCAP (Signature of Debtor) GRAPHICS SYSTEMS, INC.

Type or Print Above Name on Above Line

John C. Gebhardt

(Signature of Debtor)

JOHN C. GEBHARDT, EXEC. V.P.

Type or Print Above Signature on Above Line

Cynthia Quinn

(Signature of Secured Party) CONTEL CREDIT CORPORATION

Type or Print Above Signature on Above Line

11-

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 527 PAGE 22
272831

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

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

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

This financing statement Dated 4/21/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name InterCap Graphics Systems, Inc. Anne Arundel County
Address 2525 Riva Rd., Annapolis, Maryland 21401

2. SECURED PARTY

Name Contel Credit Corporation
Address 64A Perimeter Center East, Atlanta, Georgia 30346

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

3. Maturity date of obligation (if any) _____

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

RECORD FEE 11.00

- 1 005020 Country Kit DN3000
- 1 005030 DN4000 Node Color 8MB SN A00273908
SKU# SK010436-005
- 1 020010 Software Drive SPE BD License
- 4 010010 2MB Add on Memory Series 3000
- 1 015010 Serial/Parallel exp BD SP3000
- 1 005010 DN3010 Node B/W 4 MB
- 1 005020 Country Kit DN3000
- 4 005010 2 MB Add on Memory Series 3000

Name and address of Assignee
0120 0777 004 1 0137
05/1/00
RAM

NOT SUBJECT TO TAX

CHECK THE LINES WHICH APPLY

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

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

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

0120432-00200

(Signature of Debtor)
INTERCAP GRAPHICS SYSTEMS, INC.

Type or Print Above Name on Above Line

John C. Gebhardt
(Signature of Debtor)

JOHN C. GEBHARDT, EXEC. V.P.
Type or Print Above Signature on Above Line

Cynthia Quinn
(Signature of Secured Party)

CONTEL CREDIT CORPORATION

Type or Print Above Signature on Above Line

112

STATE OF MARYLAND

BOOK 527 PAGE 23

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.

INSTALLMENT PLAN NOT SUBJECT TO RECORDATION TAX: CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX 272835

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

1. DEBTOR

Name Archie Brown, Jr. d/b/a Archie Brown & Sons Co.

Address 775 Annapolis Neck Road, Annapolis, Maryland 21403

2. SECURED PARTY

Name Circle Business Credit, Inc.

Address P. O. Box 24123 Louisville, KY 40224

Person And Address To Whom Statement Is To Be Returned 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) 1988 Ford LN8000 Truck, S/N 1FDXR82A2JVA34398 with One (1) 1988 Loadmaster Meca 20 LM120DHC Rear Load Garbage Body, S/N 88L0261; and including all attachments, additions, replacements & substitutions to or of said equipment & all future advances.

Name and address of Assignee

None

Anne Arundel County Recorder

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Archie Brown, Jr. d/b/a Archie Brown & Sons Co.
Archie Brown Jr.
 (Signature of Debtor)

ARCHIE BROWN, JR., Owner
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1750

Circle Business Credit, Inc.
Catherine E. Whitlow
 (Signature of Secured Party)
CATHERINE E. WHITLOW, Disc. Coord.
 Type or Print Above Signature on Above Line

RECORD FEE 12.00

POSTAGE 1.00

8128730 0777 R04 1104

05/17/88

RWM

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 527 PAGE 24

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. 272836

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

1. DEBTOR

Name Harwood Excavating, Inc.
Address 233 Harwood Road, Harwood, MD 20776

2. SECURED PARTY

Name State Equipment, Division of 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) New Dresser TD7E Crawler Dozer,
Serial Number 10629

Name and address of Assignee
Dresser Credit Corporation
3201 North Wolf Road
Franklin Park, IL 60131

CHECK 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)

Harwood Excavating, Inc.
Herbert W. Patterson
(Signature of Debtor)

HERBERT W. PATTERSON, Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq. Div. Secorp National, Inc. RUM

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, VP & GM
Type or Print Above Signature on Above Line

11/82

FINANCING STATEMENT - FORM UCC-1

BOOK 527 PAGE 25

Identifying File No _____

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

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

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

This financing statement dated 3/19/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DENTOR

Name Ryland & Janice W. Sutton
Address 7847 Citadel Dr., Severn, Md. 21144

2. SECURED PARTY

Name Kayak Manufacturing Corp
Address 325 Harlem Rd.
West Seneca, NY 14224

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

3. Maturity date of obligation (if any) March 1998

4. This financing statement covers the following types (or items) of property: (list)
Kayak Award Winning Swimming pool - above ground - 12 X 20 and all attached thereto

RECORD FEE 12.00
POSTAGE
M128780 CTTT R04 110447

CHECK THE LINES WHICH APPLY

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

(If collateral in goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
Property located at 7847 Citadel Dr., Severn, Md. 21144

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

Ryland W. Sutton
(Signature of Debtor)
Ryland Sutton

Type or Print Above Signature on Above Line
Mrs. Janice W. Sutton
(Signature of Debtor)
Mrs. Janice W. Sutton
Type or Print Above Signature on Above Line

Kayak Manufacturing Corp
Wendy Nelson
(Signature of Secured Party)
Wendy Nelson
Type or Print Above Name on Above Line

1280

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 20

Identifying File No. 272833

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 February 11, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HCE, Inc.
Address P.O. Box 463, Crownsville, MD 21032

2. SECURED PARTY

Name Satellite Leasing Corporation
Address 2530 Xenium Lane, Minneapolis, MN 55441

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

3. Maturity date of obligation (if any)

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

- 100 Satellite Poly-Plus Restrooms
S/W - SAGN 37-76
SAFG 79-98
SAFM 99
SAFG 40-58
SAFM 39-58

Name and address of Assignee
Norwest Bank Minnesota,
National Association
8th Street & Marquette Ave.
Minneapolis, MN 55479

RECORD FEE 11.00
#128800 0777 004 11011

05/17/88
RMM

CHECK THE LINES WHICH APPLY

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

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

HCE, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Thomas Uckema

Satellite Leasing Corporation
Type or Print Above Signature on Above Line

Handwritten mark resembling a stylized '11' or 'K'.

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

BROWN'S MARYLAND MOTORS, INC. t/a BROWN'S TOYOTA CITY
7167 North Ritchie Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

CENTURY CREDIT CORPORATION
901 Elkridge Landing Road
Suite 200
Linthicum, Maryland 21090

RECORD FEE 16.00
POSTAGE .50
#128800 0777 004 710154
05/17/88
RAM

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

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories,

14.50

attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all rights of Debtor under any and all leases to which Debtor is now or may hereafter be a party, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(d) All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

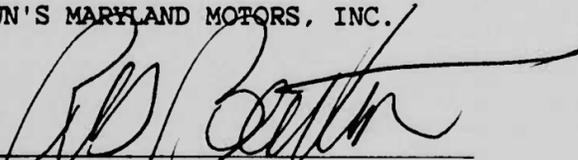
4. Proceeds and products of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. The property covered by this financing statement secures a guaranty obligation of the Debtor.

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

DEBTOR:

BROWN'S MARYLAND MOTORS, INC.

By: 
Robert D. Benton, President

May 11, 1988
(Date signed by Debtor)

A.A. Co. (copy)

BOOK 527 PAGE 30
27728 10

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

WESH, INC. t/a BROWN'S HONDA CITY
5810 Ritchie Highway
Baltimore, Maryland 21225

2. NAME AND ADDRESS OF SECURED PARTY:

CENTURY CREDIT CORPORATION
901 Elkridge Landing Road
Suite 200
Linthicum, Maryland 21090

RECORD FEE 14.00
POSTAGE .50
#128880 CITY RD 110156
05/11/88
RJM

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

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business (including, without limitation, automobile parts), and all documents and documents of title relating to any of the foregoing, together with all

148

present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all rights of Debtor under any and all leases to which Debtor is now or may hereafter be a party, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(d) All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. The property covered by this financing statement secures a guaranty obligation of the Debtor.

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

DEBTOR:

WESH, INC.

By: 
Robert D. Benton, President

May 11, 1988
(Date signed by Debtor)

AA Co (ch)

BOOK 527 PAGE 33

272811

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

HHS ASSOCIATES, INC. t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

CENTURY CREDIT CORPORATION
901 Elkridge Landing Road
Suite 200
Linthicum, Maryland 21090

RECORD FEE 14.00
POSTAGE .50
#128890 0773 RD4 110:157
05/17/88

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

RJM

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories,

14.50

attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all rights of Debtor under any and all leases to which Debtor is now or may hereafter be a party, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(d) All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. The property covered by this financing statement secures a guaranty obligation of the Debtor.

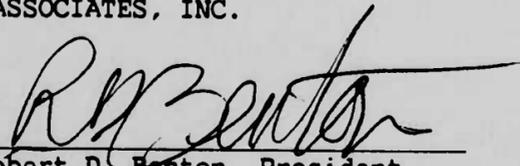
BOOK 527 PAGE 35

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

DEBTOR:

HHS ASSOCIATES, INC.

By:


Robert D. Benton, President

May 11, 1988
(Date signed by Debtor)

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 TransFinancial 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 # 05, dated 3/9/88 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 March 28, 1988 between Assignor and Assignee:

(2) two Trimed Pumps - S/N's 9618 & 10358

(2) two PCA's Model 5200 - S/N's 204835 & 204836

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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

272813

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 TransFinancial 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 type(s) 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 # 06, dated 3/9/88 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 March 28, 1988 between Assignor and Assignee:

See attached equipment list

RECORD FEE 11.00

POSTAGE .50

#126820 C177 104 110459

CHECK THE LINES WHICH APPLY

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

08/17/88

RMM

(If collateral is goods which are or are to become fixtures) The above 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. Orrey
(Signature of Secured Party)

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

Filed with Anne Arundel County

1374

EQUIPMENT LIST

- (5) five BL Mono/Grph BD
- (5) five PC286 DOS SP NOKYBD - S/N's 16x1014181, 16x1014190, 16x1014179, 16x1014171, 16x1014177
- (5) five PC286 ENH KYBD
- (5) five BL AMBER MONO MON. - S/N's 38010251, 38011998, 38012029, 38011991, 38012652
- (5) five 3COM ELNK CD W/O SW - S/N's L27060, L30472, 780052, L24281, L27151
- (5) five NET STATION ATTACH
- (5) FIVE OS/EW SYSTEM TYPE C

TransFinancial Leasing Corp.
(ASSIGNOR)

BY:

TITLE:

Irvington Federal Savings &
Loan Association (ASSIGNEE)

BY:

TITLE:

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 TransFinancial 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 3/15/88, Schedule #02, dated 3/18/88 between Assignor as Lessor and LEASE ACCOUNT # 308851 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 4/11/88 between Assignor and Assignee:

see attached equipment list

RECORD FEE 11.00

POSTAGE .50

#128930 DT77 P04 T11:00

15/17/88

RJM

CHECK THE LINES WHICH APPLY

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

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

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

Filed with Anne Arundel County

1325

EQUIPMENT LIST

- (1) National 556A Diesel Crane 100' of boom (VIN) W90KUC39271 #13151955
- (1) '77 GMC 16' Van/Dump Body Diesel (VIN) TCE677V573456 #11784301
- (1) '74 Dodge Van Long Body (VIN) B38BE4x105422 #4694907
- (1) '80 Chevy Pickup/Dump Body 3/4 ton (VIN) CKT24A1128004 #83995810
- (1) '77 VW Rabbit 4/door Diesel (VIN) 1773429115 #118066735
- (1) '86 Brush Bandit Chipper w/diesel engine (679) s/n 44167255
- (1) '76 Asplund Brush Chipper (F300)
- (1) 2460 Vermeer Stump Grinder (329a)
- (1) 630a Vermeer Stump Grinder (2655)
- (1) LS200 Vermeer Long Splitter (1401)
- (1) 064 Stihl Chain Saw w/25" bar
- (3) 051 Stihl Chain Saws w/24" bars
- (4) 44 Husqueverna Chain Saws w/14" bars
- (5) XL Polan Chain Saws w/14" bars
- (1) Gravely Tractor (16HP) (L783406818)
- (1) Otis Fork Truck 2000 lbs (L1887889-87514)
- (1) 4000 lbs Tow Motor - T40 model
- (1) 33' Tri/Axle Flatbed Trialer (VIN) AC125792MD #8050671
- (2) 1978 MACK F700 Trucks s/n #F785T21611 and s/n #F785T21588

TransFinancial Leasing Corp.

BY: Frank J. Sarno

TITLE: President

Irvington Federal Savings & Loan

BY: George V. Vito

TITLE: EV

fjs.5dareq02.irv

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272815

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial 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 type(s) of property: (list)
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 3/14/88 Schedule 01, dated 3/16/88 between Assignor as Lessor and LEASE ACCOUNT # 308841 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 4/20/88 between Assignor and Assignee:

See attached equipment list

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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. Orrey, Exec. V.P.
(Signature of Secured Party)

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

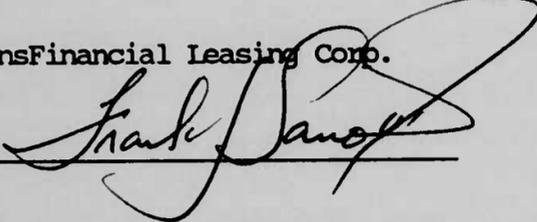
Filed with A A C U

1376

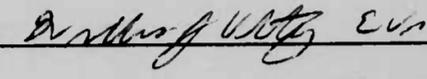
Equipment List

- One (1) Cumberland Granulator size 3250-QAC-GRAN 25K s/n 57050-82002
 One (1) Caterpillar crawler loader model #955K s/n 61H1598
 One (1) Caterpillar rubber tired loader model #966 s/n 75A3613 series B
 One (1) Single Deck, special service vibrating screen unit A model #138C-2 s/n SN76591
 One (1) 18 ft. Troughing Idler conveyor 4'0" idler spacing (Unit B) model SIC 24 x 18'0" s/n SNP7873
 One (1) Special cross belt magnetic separator - Unit C model #SIC-24 s/n SNP7874
 One (1) 30ft Troughing Idler conveyor model unit E SIC 24 x 30'0" s/n P7875
 One (1) Special Cross Belt Magnetic Separator Unit F model SIC 24 s/n SNP7876
 One (1) 12 ft. Troughing Idler conveyor 4'0" idler unit G spacing model SIC 24 x 12'0" sn/SNP7877
 One (1) 38 ft. Troughing Idler conveyor 4'0" Idler unit H spacing model SIC 24 x 38'0" s/n SNP7878

TransFinancial Leasing Corp.

BY: TITLE: Frank J. Sarro III, Pres.

Irvington Federal Savings & Loan Association

BY: TITLE: William J. Ottey, Jr. Exec.V.P.

fjs.5emanLEQL.IRV1

FINANCING STATEMENT FORM UCC.1

Identifying File No. 272816

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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: TransFinancial Leasing Corp.
Address: The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 # 02, dated 4/5/88 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 April 27, 1988 between Assignor and Assignee:

- (1) one Formula 4000/145T
- (2) two Six Port COMMA boards (1) one Multiplan
- (4) four Workstations (1) one Windows
- (1) one Fortune: Word

RECORD FEE 11.00

POSTAGE .00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) CITY NO# 11130

(If collateral is goods which are or are to become fixtures) The above 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. Orrey, Exec. V.P.
(Signature of Secured Party)

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

Filed with Anne Arundel County

1329

272817

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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road

Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 3/23/88, Schedule # n/a, dated 4/13/88 between Assignor as Lessor and LEASE ACCOUNT # 323088 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 April 27, 1988 between Assignor and Assignee:

- (1) one Wilder Slitting Shear Model 2024, Serial #30056
- (1) one K-200 Kett Electric Shear
- (1) one 8 Foot Brake Model #1305245, Serial #740574
- (1) one 24GA Pittsburgh Machine Serial #266-81
- (1) one Commodore 128 Computer with Cabling including: 1) 512K Expansion, 1) 1581 Disk Drive, 2) 1571 Disk Drive, 1) Mag RGB Monitor 1) 1670 Modem 1200 baud, 1) Software Package & Manual

CHECK THE LINES WHICH APPLY

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

(If 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 .30

#128960 CITY R04 T11:01

05/17/88

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(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, Jr
(Signature of Secured Party)

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

Filed with Anne Arundel County

1380

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272818

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 12/11/87, Schedule # 01, dated 1/5/88 between Assignor as Lessor and LEASE ACCOUNT # 121781 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 April 27, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00

POSTAGE .50

MS2870 0777 R04 T11101

CHECK THE LINES WHICH APPLY

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

05/17/88

RJM

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

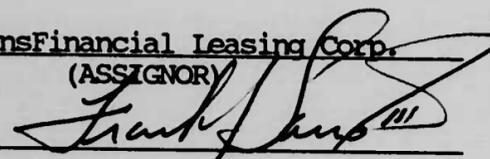
William J. Ortey
(Signature of Secured Party)

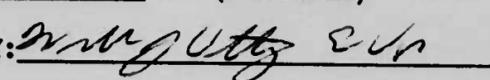
William J. Ortey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

EQUIPMENT LIST

- (1) one IBM-PS2 Model 80 w/70MB fixed disk and 4MB RAM Memory
- (1) one IBM-PS2 Color Monitor
- (2) two IBM Token Ring network adapters
- (1) one Novell upgrade to PS2 version
- (1) one PS2 Model 80 external 5.25" Diskette drive
- (1) one Keytronics keyboard
- (1) one IBM AT Computer with one 1.2MB Floppy Disk Drive and one 30MB Hard Disk Drive, 5.2KB Memory, and Color Graphics Adapter
- (1) one IBM Desktop Publishing Solution Pac including IBM Personal Page Printer Laser Printer and Adapter, Aldus Page Maker, and Microsoft Windows Software, and an IBM Mouse
- (1) one SL Waber 4 Outlet Surge Protector

TransFinancial Leasing Corp.
(ASSIGNOR)
BY: 
TITLE: Frank J. Sarro, III, Pres.

Irvington Federal Savings & Loan Association (ASSIGNEE)
BY: 
TITLE: William J. Ottey, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 47
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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 7/29/87, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87081481L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

(1) One BTE simulator S/N 87081481L

RECORD FEE 11.00

POSTAGE .30

CHECK THE LINES WHICH APPLY

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

#128980 CTTT 104 11110

(5/17/88)
RAM

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

Bruce J. Winter
(Signature of Debtor)

Bruce J. Winter, Vice 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
(Signature of Secured Party)

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

Filed with Anne Arundel County

272850

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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 9/10/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86101271L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86101271L

CHECK THE LINES WHICH APPLY

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

B. Winter
(Signature of Debtor)

Bruce J. Winter, Vice 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. Orrey
(Signature of Secured Party)

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

RECORD FEE 11.00
POSTAGE .50
#128990 0777 R04 11140
(5/17/88)
RAM

Filed with Anne Arundel County

272851

BOOK 527 PAGE 49

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 TransFinancial 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 1/30/85, Schedule #n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85020131 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

(1) One BTE Simulator S/N 02018531

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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.
Bruce J. Winter
(Signature of Debtor)

Bruce J. Winter, Vice 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
(Signature of Secured Party)

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

RECORD FEE 11.00

POSTAGE .50

8129000 0777 804 11140

15/17/88

RWM

Filed with Anne Arundel County

1374

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 TransFinancial 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 9/2/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86100171 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86100171

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

#129010 CTTT R04 11140

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

05/17/88

RAN

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

Bruce J. Winter, Vice 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]
(Signature of Secured Party)

William J. Orrey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272853

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 7/7/86, Schedule #n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT #850118 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 850118

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.
Bruce J. Winter
(Signature of Debtor)

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line
(Signature of Debtor)

William J. Ottey
(Signature of Secured Party)

Type or Print Above Signature on Above Line

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

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272854

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 12/29/86: Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85013031 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 85013031

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Bruce J. Winter
(Signature of Debtor)

Bruce J. Winter, Vice 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. Orrey
(Signature of Secured Party)

William J. Orrey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

272855

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 TransFinancial 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 12/16/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 84020121 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 84020121

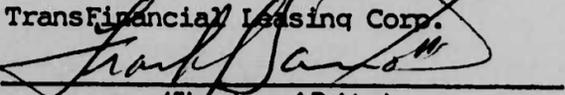
CHECK THE LINES WHICH APPLY

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

(If 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
#129040 C777 R04 111401

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

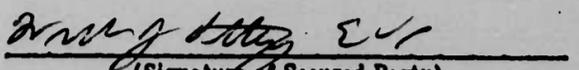
TransFinancial Leasing Corp.

(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

1387

272856

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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 1/23/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86040651 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86040651

RECORD FEE 11.00

POSTAGE .50

MICROSOFT R04 11110

05/17/88

RNM

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]
(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]
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1389

272857

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial 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 6/29/84, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 84070621 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 84070621

RECORD FEE 11.00
POSTAGE .30

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]
(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]
(Signature of Secured Party)

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

Filed with Anne Arundel County

1790

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272858

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial 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 10/1/84, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 83121911 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 83121911

CHECK THE LINES WHICH APPLY

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

(If 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 .30
#129070 0777 R04 111+05
05/17/88

(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. Otrey
(Signature of Secured Party)

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

Filed with Anne Arundel County

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 TransFinancial 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 10/26/87, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87110881L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

(1) One BTE Simulator S/N 87110881L

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00

POSTAGE .50

8129080 0777 004 111-00

RAM (5/17/87)

Filed with Anne Arundel County

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 TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 4/24/85, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85050331 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 85050331

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00

POSTAGE .30

8129090 0777 R04 111100

RJM 05/17/85

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

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

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272861

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial 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 8/22/84, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 84020321 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 84020321

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00

POSTAGE .30

#129100 CTTT R04 T11106

RAM (8/17/84)

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Orrey
(Signature of Secured Party)

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

Filed with Anne Arundel County

1394

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 TransFinancial 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 10/7/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 84061521 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 84061521

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Saryo, III
(Signature of Debtor)

Frank J. Saryo, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
8129110 CTTT R04 111+01
05/17/88

RMM

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

1395

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272863

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial 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 10/16/87, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87102981L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 10, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 87102981L

CHECK THE LINES WHICH APPLY

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

Frank J. Sarto, 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
(Signature of Secured Party)

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

RECORD FEE 11.00
POSTAGE .50
#129120 C777 R04 T11100

RHW 05/17/88

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

272861

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 TransFinancial 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 October 29, 1988 schedule # 07, dated May 3, 1988 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 May 9, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00

POSTAGE .50

1129130 CITY R04 T11107

05/17/88

RNM

CHECK THE LINES WHICH APPLY

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

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

Bruce J. Winter, Vice 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)

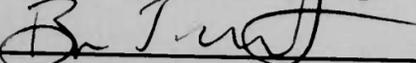
William J. Ortey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

EQUIPMENT LIST

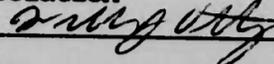
<u>Quantity</u>	<u>Description</u>
(1) one	Right hand secretarial desk - mahogany
(1) one	Conference table 10 foot - dark oak
(1) one	Conference desk 36 x 72 - dark oak
(2) two	Executive desk 30 x 60 - dark oak
(5) five	Operators chairs chrome base - mist grey
(1) one	Secretarial chair - mahogany - seaspray
(1) one	High back exec. chair - dark oak - seaspray
(2) two	Side chair - dark oak - seaspray
(4) four	Side chair - dark oak - twilight
(2) two	Exec. chair - dark oak - twilight
(8) eight	Conference room chairs - dark oak - seaspray
(1) one	Serpentine chest
(1) one	Butlers tray table
(1) one	Loveseat
(1) one	Wing Chair
	Bio-Hoods and shelving
	Wallpaper

TransFinancial Leasing Corp.

By: 

Title: Bruce J. Winter, V.P.

Irvington Federal Savings & Loan Association

By: 

Title: William J. Ottey, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272805

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial 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 October 28, 1988 Schedule # 08, dated May 3, 1988 between Assignor as Lessor and LEASE ACCOUNT # 721078 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 9, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00

POSTAGE .50

#129140 UTT R04 111107

05/17/88

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.

(Signature of Debtor)

Bruce J. Winter, Vice 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

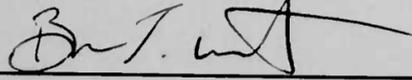
Filed with Anne Arundel County

1398

EQUIPMENT LIST

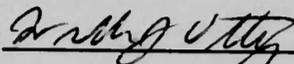
<u>Quantity</u>	<u>Description</u>
(1) one	Wyse 286 with 85 mega byte seagate hard drive
(1) one	Amber Marichrome monitor
(1) one	Hewlett Packard Lazer Jet series 2 printer
(3) three	Star-flow IV pump #IVAC 580
(3) three	Star-flow IV pump #IVAC 580
(1) one	Exteral Feeding pump #KMI KM60
(3) three	Cadd PCA w/extra concent
(2) two	Cadd PCA w/extra concent
(5) five	Cadd PCA w/extra concent
(6) six	Ambul pump #LC1500
(3) three	Ambul pump #LC1500
(1) one	Ambul pump #LC1500

TransFinancial Leasing Corp.

By: 

Title: Bruce J. Winter, V. P.

Irvington Federal Savings & Loan Association

By: 

Title: William J. Ottey, Exec. V.P.

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 TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 April 11, 1988 Schedule # 01, dated April 14, 1988 between Assignor as Lessor and LEASE ACCOUNT # 114088 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 9, 1988 between Assignor and Assignee:

- (1) one Caterpillar 963 - 1983 frontend loader S/N 29S939 Single bucket including: low ground pressure option, Canopy/Rops cage roll over protection.

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00

POSTAGE .50

6129150 CTTT R04 Y11A07

RHM (5/17/88)

(Signature of Debtor)

Bruce J. Winter, Vice President

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

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

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272867

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 TransFinancial 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 5/1/88, Schedule #01, dated 5/1/88 between Assignor as Lessor and LEASE ACCOUNT # 508830 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 5/11/88 between Assignor and Assignee:

Three (3) Dynamic Pedobarographs s/n BKDPB 05881053, BKDPB 05881054, BKDPB 05881055

RECORD FEE 11.00

POSTAGE .30

CHECK THE LINES WHICH APPLY

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

#129160 CTTT R04 11/1/88

RAM 05/17/88

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

Bruce J. Winter, Vice 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, President

Type or Print Above Name on Above Line

Filed with AA W

1400

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 TransFinancial 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 5/1/88, Schedule # 02, dated 5/1/88 between Assignor as Lessor and LEASE ACCOUNT # 508803 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 5/11/88 between Assignor and Assignee:
one (1) Dynamic Pedobarograph Sensing unit for foot pressure measurement s/n BKP 03881035
one(1) foot pressure Interface electronic interface s/n BKFPI 03881034; one (1) D & F 3 drawer file 331-20815-9; one (1) D & F 4 drawer file 331-20810-8; five (5) Scan chairs w/arms, beige H707 series; four (4) Scan chairs w/o arms, beige H707 series; one (1) Scan desk BS14; one (1) Scan coffee table D20211; two(2) Scan computer tables #224; three(3) Scan office chairs, blue K90970

CHECK THE LINES WHICH APPLY

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

(If 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
\$129170 0777 R04 11100

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

TransFinancial Leasing Corp.

Burce J. Winter
(Signature of Debtor)

Burce J. Winter, Vice 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

Filed with AA C

Identification 424-426

Dated April 21 1980

232241

Mary W and William E Marrisette
Name or Names -- Print or Type

BOOK 527 PAGE 68

1. Debtor(s)

3 Giddings Ave (Ann Arundle) Severna Park Md 21146
Address - Street No. City-County State Zip Code

Sears, Roebuck and Co.
Name or Names -- Print or Type

2. Secured Party

10301 Westlake Drive. Bethesda, Montgomery, MD. 20817
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 forgoing 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..... XX
(Indicate whether amendment, termination, etc.) TERMINATION

RECORD FEE 10.00
POSTAGE .50
H264890 C777 R01 T14:00
05/17/88

Dated: May 6 1988

SEARS, ROEBUCK and CO.
Name of Secured Party

[Signature]
Signature of Secured Party
C.W. Scheer - Credit Central Mgr.
D.J. Reid - Operating Mgr.

Case # T-4346

10
L

Return to:
Hartman & Crain
2660 Riva Road, 4th Floor
Annapolis, Maryland 21401

FINANCING STATEMENT

- 1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. To Be Recorded among the Financing Statement Records of Maryland State Department of Assessments and Taxation.
- 3. X Not Subject to Recordation Tax.
- 4. X Recordation Tax has been paid on the principal amount of \$150,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address(es)
G S & D ASSOCIATES LIMITED PARTNERSHIP, a Maryland Limited Partnership	136 West Street Annapolis, Maryland 21401

6. Secured Party	Address
THE ANNAPOLIS BANKING AND TRUST COMPANY	Church Circle Annapolis, Maryland 21401

RECORD FEE 19.00
POSTAGE .50
#2-4950 0777 R01 14124
RM 05/17/88

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 the 5th day of May, 1988 from Debtor(s) to John M. Suit, II and David D. Truitt (the Deed of Trust), all property being located at 132 West Street, Annapolis, 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 if 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.

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8255

198

DEBTOR:

G S & D ASSOCIATES LIMITED
PARTNERSHIP, a Maryland
Limited Partnership

By: *Douglas M. Godine*
Douglas M. Godine, General Partner

By: *Stephen R. Stunda*
Stephen R. Stunda, General Partner

SECURED PARTY:

THE ANNAPOLIS BANKING
AND TRUST COMPANY

By: *John M. Suit, II*
John M. Suit, II

DUNN DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP, a Maryland
Limited Partnership, a General
Partner of G S & D Associates
Limited Partnership

By: *James L. Myers*
James L. Myers, General Partner
of Dunn Development Associates
Limited Partnership

By: *Richard Neville*
Richard Neville, General Partner
of Dunn Development Associates
Limited Partnership

Mr. Clerk: Please return to Pat Weiss, MANIS, WILKINSON,
SNIDER & GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21404-1911

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8255

EXHIBIT "A"

BEGINNING for the same at a point in the north building line of West Street distant North 80 degrees 23 feet East 20 feet from the southeast corner of the entire lot of ground as conveyed by James M. Munroe to Charles F. Lee, et al., June 3, 1919, and recorded among the Land Records of Anne Arundel County in Liber WNW No. 5, folio 499; the said beginning being also at the southeast corner of Lot No. 34, as laid down on a plat of the subdivision, May 1919 by F.M. Goodhue and running thence with the said building line of West Street South 80 degrees 23 feet West 50 feet; thence leaving the said building line North 9 degrees 7 feet West 70.05 feet North 80 degrees 23 feet East 50 feet, South 9 degrees 7 feet East 70.05 feet to the point of beginning.

Being parts of Lots 33 and 34 of the Munroe Estate as laid down on the plat thereof duly recorded in the office of the Clerk of the Circuit Court for said County in Plat Book G.W. No. 1, Section 3, folio 189.

The improvements thereon being known as 132 West Street.

To Be Recorded In:

- Financing (Chattel) Records - Prince George's County, Maryland
- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation

Not to be recorded
in Land Records

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

\$1,600,000.00

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.

RECORD FEE 19.00
POSTAGE .50
#179480 C237 R02 T14:45
05/17/88
RAM

FINANCING STATEMENT

1. Debtor: Address:
H & M CROFTON STATION, c/o MacQuilliam & Halle, Inc.
LIMITED PARTNERSHIP 9500 Annapolis Road - Suite C-1
Lanham, Maryland 20706
2. Secured Party: Address:
UNITED SAVINGS BANK 8219 Leesburg Pike
Vienna, Virginia 22180
3. Trustee: Address:
ROBERT J. LEWIS 8219 Leesburg Pike
JOHN H. AYLOR Vienna, Virginia 22180

4. This Financing Statement covers:

(a) All of the Debtor's right, title and 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,

1900

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 sewer taps, permits and allocations, agreements for utilities, bonds, sureties 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 leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts of sale of the Debtor now or hereafter existing and all the Debtor's rights in the cash and other securities posted thereunder and including the right to receive and collect all proceeds thereof; and

(g) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified.

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.

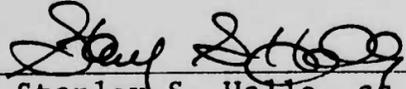
6. Proceeds of collateral are covered by this Financing Statement.

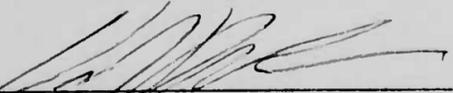
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated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

8. Maturity date of the obligation is stated in the Note.

Debtor:

H & M CROFTON STATION,
LIMITED PARTNERSHIP

By: 
Stanley S. Halle, as
General Partner

By: 
William J. MacQuilliam,
as General Partner

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

United Savings Bank
8219 Leesburg Pike
Vienna, Virginia 22180

Attn: Mr. John R. Nelson

EXHIBIT ALegal Description

ALL that certain lot, piece or parcel of land with all improvements thereon and appurtenances thereunto belonging, lying and being in Anne Arundel County, Maryland, containing 25.35 acres, more or less, and being more particularly described by metes and bounds as follows:

BEGINNING at a a point marked by an iron pipe set on the northerly right-of-way line of Maryland Route 198 - Fort Meade Road;

THENCE along the easterly line of property now or formerly owned by Ephraim Winer and Ray Winer N 05° 09' 09" W 1146.86 feet to a point marked by an iron pipe found;

THENCE along the easterly line of property now or formerly owned by Maryland State Fair, Inc. N 79° 11' 01" E 1051.10 feet to a point marked by a stone found;

THENCE along the westerly line of property now or formerly owned by McGarvey Enterprises, Inc. S 02° 59' 20" W 998.48 feet to a point marked by an iron pipe found;

THENCE along the line of property now or formerly owned by Anne Arundel County the following courses and distances:

1. S 83° 13' 20" W 250.00 feet to a point marked by an iron pipe set;
2. S 02° 59' 20" W 356.93 feet to a point marked by an iron pipe set;

THENCE along the northerly right-of-way line of Maryland Route 198 - Fort Meade Road, such line being a curve to the left having a radius of 5398.89 feet, a chord bearing of N 85° 54' 57" W 612.06 feet to a point marked by an iron pipe set, such point being the point and place of beginning.

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To Be Recorded In:

- _____ Financing (Chattel) Records - Prince George's County, Maryland
- X _____ Financing (Chattel) Records - Anne Arundel County, Maryland
- _____ Financing (Chattel) Records - State Department of Assessments and Taxation

Not to be recorded in Land Records

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

\$1,100,000.00

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.

RECORD FEE 19.00
POSTAGE .50
#179500 C237 R02 T14:47
05/17/88
RWA

FINANCING STATEMENT

1. Debtor: Address:
H & M CROFTON STATION, LIMITED PARTNERSHIP c/o MacQuilliam & Halle, Inc.
9500 Annapolis Road - Suite C-1
Lanham, Maryland 20706
2. Secured Party: Address:
UNITED SAVINGS BANK 8219 Leesburg Pike
Vienna, Virginia 22180
3. Trustee: Address:
ROBERT J. LEWIS 8219 Leesburg Pike
JOHN H. AYLOR Vienna, Virginia 22180

4. This Financing Statement covers:

(a) All of the Debtor's right, title and 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,

1900
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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 sewer taps, permits and allocations, agreements for utilities, bonds, sureties 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 leases of the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described and all right, title and interest of the Debtor thereunder including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such lease or apply to one or more of the installments of rent coming due immediately prior to the expiration of such terms and including, again without limitation, the right to receive and collect the rents thereunder; and

(f) All of the Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts of sale of the Debtor now or hereafter existing and all the Debtor's rights in the cash and other securities posted thereunder and including the right to receive and collect all proceeds thereof; and

(g) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified.

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.

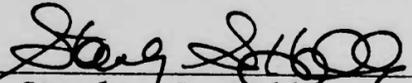
6. Proceeds of collateral are covered by this Financing Statement.

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 is stated in the Note.

Debtor:

H & M CROFTON STATION,
LIMITED PARTNERSHIP

By: 
Stanley S. Halle, as
General Partner

By: 
William J. MacQuilliam,
as General Partner

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

United Savings Bank
8219 Leesburg Pike
Vienna, Virginia 22180

Attn: Mr. John R. Nelson

EXHIBIT ALegal Description

ALL that certain lot, piece or parcel of land with all improvements thereon and appurtenances thereunto belonging, lying and being in Anne Arundel County, Maryland, containing 25.35 acres, more or less, and being more particularly described by metes and bounds as follows:

BEGINNING at a a point marked by an iron pipe set on the northerly right-of-way line of Maryland Route 198 - Fort Meade Road;

THENCE along the easterly line of property now or formerly owned by Ephraim Winer and Ray Winer N 05° 09' 09" W 1146.86 feet to a point marked by an iron pipe found;

THENCE along the easterly line of property now or formerly owned by Maryland State Fair, Inc. N 79° 11' 01" E 1051.10 feet to a point marked by a stone found;

THENCE along the westerly line of property now or formerly owned by McGarvey Enterprises, Inc. S 02° 59' 20" W 998.48 feet to a point marked by an iron pipe found;

THENCE along the line of property now or formerly owned by Anne Arundel County the following courses and distances:

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2. S 02° 59' 20" W 356.93 feet to a point marked by an iron pipe set;

THENCE along the northerly right-of-way line of Maryland Route 198 - Fort Meade Road, such line being a curve to the left having a radius of 5398.89 feet, a chord bearing of N 85° 54' 57" W 612.06 feet to a point marked by an iron pipe set, such point being the point and place of beginning.

STATE OF MARYLAND

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

BOOK 527 PAGE 80

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258899

RECORDED IN LIBER 11364 FOLIO C777 ON October 22, 1985 (DATE)

490-578

1. DEBTOR

Name Hans Dieter Grotheer

Address 2107 Harbor Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name CentraBank

Address P. O. Box 1316

Baltimore, Maryland 21401

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>1976 Bill Lee Yachts Santa Cruz 37' Cabin Cruiser Hull No. LET270394076</p> <p>CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDING TAX</p> <p>RECORD FEE 10.00 #129980 C777 004 110423 (05/18/88) RJM</p>	

Dated May 6, 1988

Mary J. Shue
(Signature of Secured Party)
Mary J. Shue, Assistant Vice President
Type or Print Above Name on Above Line

272875

BOOK 527 PAGE 81

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>TRB Specialty Rehabilitation, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
_____ (Name)	Attn: <u>Catherine T. Lewis</u> (Name of Loan Officer)
<u>4444 Solomons Island Road</u> (Address)	<u>18 West Street</u> (Address)
<u>P.O. Box 10</u> <u>Harwood, Maryland 20776</u>	<u>Annapolis, Maryland 21401</u>

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

See attached schedule "A"

This was previously recorded in Queen Anne's County.

RECORD FEE 13.00
 POSTAGE .50
 #122590 0777 P04 T10124
 05/18/88

RHM

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____ (Seal)	_____ (Seal)
<u>Trent H. Ralston</u> (Signature)	_____ (Signature)
<u>Trent H. Ralston, President</u> (Print or Type Name)	_____ (Print or Type Name)

135 00

BILL OF MATERIAL
 CUES TV/SEAL UNIT. ID 610

BOOK 527 PAGE 82

ASSY#	LN	COMPONENT#	DESCRIPTION	U	QTY
00-1458-005	01		ID610 SN:502530 TRB SPEC CONST, MD	M	
	02	00-1381-000	ID610 SN502530 CUES EAST DEMO R&D	E	1.0
	03	93-0020-100	CHEM O-SEAL 250 LB DRUM-PER LB/CUES-E	E	250.0
	04	93-0013-000	CHEM. O-SEAL-T 50#PAIL	E	1.0
	05	55-0103-002	STRINGER SEWER W/CHUTES SUCTION	E	1.0
	06	95-0122-000	KIT REPAIR-1/2" T.V. CABLE W/POS	E	1.0
	07	77-0001-100	CONNECTOR PIGTAIL 12PIN MALE	E	1.0
	08	77-0002-100	CONNECTOR PIGTAIL 12PIN FEMALE	E	1.0
	09	60-1008-100	PLUG, LANSAS "MW" 8"	E	2.0
	10	60-1010-100	PLUG, LANSAS "MW" 10"	E	2.0
	11	92-8000-000	DETECTOR W/CHARGER, EXOTOX 40-0FH	E	1.0

ASSY#	LN	COMPONENT#	DESCRIPTION	U	QTY
00-1381-000	01		ID610 SN502530 CUES EAST DEMO R&D	M	
	02	00-3455-100	STEPVAN 15' 14KGVW 4SPD D	E	1.0
	03	00-2061-000	INT PKG-5V-60HZ GEN. AC. HEAT/ELECT	F	1.0
	04	98-0005-100	SEAT UTILAMASTER PASSENGER	E	1.0
	05	98-0006-100	SUNVISOR UTILAMASTER	F	1.0
	06	00-2124-000	TV SYSTEM, B/W MULCON 1K POLYSTL-REM/A	E	1.0
	07	00-2423-000	FTGMTR, MULCON W /DV UM-16' TRLR	E	1.0
	08	00-2212-000	DATAVIEW 4LN	E	1.0
	09	00-2231-000	VIDEO RECORDER, CASSETTE-BETA	E	1.0
	10	00-2326-000	REEL, MULCON 1220 QUAD-PAT 12 COND	E	1.0
	11	00-2350-000	POWER WINCH CONTROL, SINGLE	E	1.0
	12	00-2515-000	HI/LO VISC MULTIGROUT PUMP W/NON CORR	E	1.0
	13	00-2631-000	PRESSURE MONITOR, POSATRYN(PAT)TEST&GR	E	1.0
	14	00-2611-000	PACKER INFLATE/DEFLATE, QUICK	E	1.0
	15	00-2621-000	JOINT TEST, LIQUID/AIR	E	1.0
	16	00-2811-000	COMMUNICATIONS, CB RADIO W/INTERCOMM-S	E	1.0
	17	00-1381-001	ID610 ADDS	E	1.0
	18	00-1381-002	ID610 ACCESSORIES	E	1.0

CONTINUED NEXT PAGE

ASSY#	LN	COMPONENT #	DESCRIPTION	U	QTY
00-1381-002	01		ID610		
	02	61-0447-000	LIGHTHEAD HIPERF MULCON W/SP BULB	E	1.0
	03	61-0001-000	SKID ASSY. W/3"-30" SPACERS	E	1.0
	04	00-2942-000	WINCH. PWR 1K 3/1A SS	E	1.0
	05	75-018A-001	CONTROL ELECT. WINCH REMOTE	E	1.0
	06	60-0008-001	PACKER ASSY 8" (200 MM) MULTIGROUT	E	1.0
	07	60-0010-001	PACKER ASSY 10" (250 MM) MULTIGROUT	E	1.0
	08	00-2912-000	DOWNHOLE ACCESSORIES, TV/SEAL	E	1.0
	09	00-2924-000	TOOL KIT, MULCON, TV/SEAL	E	1.0

527 PAGE 83

ASSY#	LN	COMPONENT #	DESCRIPTION	U	QTY
00-1381-001	01		ID610		
	02	99-0105-000	LABOR MECHANICAL ASSEMBLY	E	1.0

BILL OF MATERIAL
CUES PICKUP WITH BODY

ASSY#	LN	COMPONENT #	DESCRIPTION	U	QTY
00-1458-004	01		ID67A SN:A48299 TRB SPEC CONST. MD		
	02	06-1176-100	1984 DAYTON CAB & CHASSIS	E	1.0
	03	06-0131-100	BODY TRUCK MARRISON SERVICE	E	1.0

BILL OF MATERIAL
TRAILER

ASSY#	LN	COMPONENT #	DESCRIPTION	U	QTY
00-1458-003	01		ID819 SN:TRAIL TRB SPEC CONST. MD		
	02	00-1458-000	ID819 SN CUES E. SALES OFFICE	E	1.0
	03	06-1177-100	GENERATOR 10HP DAYTON	E	1.0
	04	06-1178-100	GRINDER, BENCH 3/4HP DAYTON DUAL WHEEL	E	1.0
	05	06-1179-100	WORK BENCH 6'	E	1.0
	06	06-1180-100	AIR COMPRESSOR ASSY	E	1.0
	07	06-1181-100	CABINET W/DOORS	E	1.0
	08	06-1182-100	PARTS BIN	E	1.0
	09	99-0101-000	LABOR VEHICLE INSTALLATION	E	16.0

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>TRB Specialty Rehabilitation, Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
_____ (Name)	Attn: <u>Catherine T. Lewis</u> (Name of Loan Officer)
<u>4444 Solomons Island Road</u> (Address)	<u>18 West Street</u> (Address)
<u>P.O. Box 10</u> <u>Harwood, Maryland 20776</u>	<u>Annapolis, Maryland 21401</u>

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

See attached schedule "A"

This was previously recorded in Queen Anne's County.

RECORD FEE 29.00
 POSTAGE .50
 #130000 0777 804 110125
 03/18/08

Ralm

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

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____ (Seal)	_____ (Seal)
<u><i>Trent H. Ralston</i></u> (Signature)	_____ (Signature)
<u>Trent H. Ralston, President</u> (Print or Type Name)	_____ (Print or Type Name)

TR

FOR: 00-1381-000 ID610 SN502530 CUES EAST DEMO R&D

BOOK 527 PAGE 85

SSY#/COMP#	DESCRIPTION	QTY. REQ.	QTY. SHP	QTY. B/O
0-3455-100	STEPVAN 15' 14KGVW 4SPD D ✓ S/N- <u>502530</u>	1	_____	_____
0-2061-000	INT PKG-SV-60HZ GEN, AC, HEAT&ELECT	1	_____	_____
✓56-0651-100	GENERATOR 6500 WATT 60HZ	1	_____	_____
✓20-0501-100	BOX, BATTERY	1	_____	_____
✓20-0505-100	BATTERY 12 VOLT	1	_____	_____
✓21-0041-100	LIGHT AUXILIARY REAR FLOOD GROTE 64101	2	_____	_____
✓21-0055-100	FIXTURE AMBER STROBE ST-1	2	_____	_____
✓40-0117-001	ENGINEERING CONTROL ASSY STEPVAN	1	_____	_____
✓92-3001-100	EXTINGUISHER FIRE 2 3/4# A-B-C RATING	1	_____	_____
✓92-4027-100	BATTERY CHARGER 10 AMP	1	_____	_____
✓03-0421-001	CABLE POWER 35 FT ASSY (HOUSE POWER)	1	_____	_____
8-0005-100	SEAT UTILAMASTER PASSENGER ^{NO}	1	_____	_____
8-0006-100	SUNVISOR UTILAMASTER	2	_____	_____
0-2124-000	TV SYSTEM, B/W MULCON 1K POLYSTL-REM/AUTO	1	_____	_____
✓75-0102-001	CAMERA TV SEWER B/W MULCON REM/FOC Q-75 Q50 S/N- <u>2443</u>	1	_____	_____
✓71-2722-100	LENS COVER FABRIC LARGE	1	_____	_____
✓16-0550-100	CABLE CONN 5 PIN Y CABLE	2	_____	_____
✓71-3367-001	CABLE TEST 120 8PCU/CAMERA	1	_____	_____
✓75-0172-001	PCU B/W 1208 MULCON REM/FOC S/N- <u>750</u>	1	_____	_____
✓75-0129-001	MONITOR 14" B/W MODULAR S/N- <u>6-245205</u>	1	_____	_____
✓71-3372-100	CABLE 10' BNC/UHF VIDEO	1	_____	_____

✓ Line stringer
 ✓ LSS Packer
 ✓ LSS Controller

1
6
1

BOM

FOR: 00-1381-000 ID610 SN502530 CUES EAST DEMO R&D

BOOK

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PAGE

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ASSY#/COMP#	DESCRIPTION	QTY. REQ.	QTY.SHP	QTY.B/O
✓71-3395-100	CABLE 5' EXTENSION 5PIN MALE-FEMALE	1	_____	_____
00-2423-000	FTGMTR,MULCON W /DV UM-16'TRLR	1	_____	_____
✓41-0204-002	FTGMTR,MULCON,W/ELECT (UM-16'TRLR)	1	_____	_____
	S/N-_____			
00-2212-000	DATAVIEW 4LN	1	_____	_____
✓75-0150-003	DATAVIEW ASSY 4 LINE MODULAR POSATRYN	1	_____	_____
	S/N-_____			
✓71-3373-100	CABLE 10' UHF/UHF VIDEO	2	_____	_____
✓71-3389-002	CABLE DATA VIEW 22' FOOTAGE	1	_____	_____
✓71-3390-001	CABLE 10' POWER DV/BATTERY	1	_____	_____
00-2231-000	VIDEO RECORDER,CASSETTE-BETA	1	_____	_____
	VIDEO RECORDER SONY S10420, S/N 15905	1	_____	_____
	S/N-_____ ADAPT.S/N-_____			
✓71-3938-001	DRAWER ASSY,V.C.R BETAMAX	1	_____	_____
✓71-3369-001	CABLE 5' INTERCONNECT VCR/PCU-BETAMAX	1	_____	_____
✓71-3363-001	CABLE EXTENSION DC PWR-BETAMAX	1	_____	_____
✓71-4807-100	BATTERY BP-60 SONY VCR	1	_____	_____
✓71-4817-100	CASSETTE VIDEO BETA 60MIN	1	_____	_____
✓71-4810-000	MICROPHONE MODIFIED VCR/VTR	1	_____	_____
00-2326-000	REEL,MULCON 1220 QUAD-PAT 12 COND	1	_____	_____
✓01-0341-100	HOSE 500' QUAD W/O FITTINGS	1	_____	_____
✓03-0554-100	CABLE TV STL ARMOR 5/8 /FT 1,000		_____	_____
✓08-0908-000	PAN,REEL DRIP 1200 REEL (SV)	1	_____	_____
✓12-0510-001	BRIDLE,TV SKID SET 18"&"Y" STL.ARMOR	1	_____	_____
✓16-0534-100	CABLE CONN 4 PIN FEMALE PIGTAIL	1	_____	_____
✓16-0551-100	CABLE CONN 5 PIN FEMALE PIGTAIL	1	_____	_____



30109 CUES - P A C K I N G L I S T DATE 9/18/85 PAGE 4

BOM FOR: 00-1381-000 ID610 SN502530 CUES EAST DEMO R&D

ASSY#/COMP#	D E S C R I P T I O N	QTY. REQ.	QTY.SHP	QTY.B/O
00-2811-000	COMMUNICATIONS, CB RADIO W/INTERCOMM-SV	1	_____	_____
✓64-0009-100	BASE STATION CITIZEN BAND 40 CHANNEL S/N-_____	1	_____	_____
✓64-0010-100	WALKIE TALKIE CITIZEN BAND 3 CHANNEL S/N-_____	1	_____	_____
✓64-0003-100	INTERCOM, 2 STATION	1	_____	_____
94-0602-100	HEX WRENCH SET 9PC. 6X302	1	_____	_____

30109 CUES - P A C K I N G L I S T DATE 9/18/85 PAGE 1
 BOM FOR: 00-1381-002 ID610 ACCESSORIES

ASSY#/COMP#	D E S C R I P T I O N	QTY. REQ.	QTY.SHP	QTY.B/O
61-0447-000	LIGHTHEAD HIPERF MULCON W/SP BULBS	1	_____	_____
✓ 21-0508-100	LIGHTBULB 85WATT LIGHTHEAD HI-PERF	2	_____	_____
61-0001-000	SKID ASSY, W/8"-30" SPACERS	2	_____	_____
✓ 61-0000-002	SKID ASSY TV CAMERA W/8"SPACER PLATE NEW	1	_____	_____
00-2942-000	WINCH, PWR 1K 3/16 SS	1	_____	_____
✓ 62-0498-002	WINCH ELECTRIC W/1000'3/16SS 60HZ	1	_____	_____
	S/N-_____			
✓ 07-0500-001	REEL ASSY W/500' POWER CORD	2	_____	_____
✓ 75-0186-001	CONTROL ELECT.WINCH REMOTE	1	_____	_____
	S/N-_____			
✓ 31-0021-100	CONTROLLER 1200 REEL 1/2HP MOTOR <i>Packer Assy 6" Multi</i>	1	_____	_____
60-0008-001	PACKER ASSY 8"(200 MM) MULTIGROUT	1	_____	_____
✓ 12-0108-100	TOW CABLE PACKER 8"(200 MM)	2	_____	_____
60-0010-001	PACKER ASSY 10"(250 MM) MULTIGROUT	1	_____	_____
✓ 12-0110-100	TOW CABLE PACKER 10"(250 MM)	2	_____	_____
00-2912-000	DOWNHOLE ACCESSORIES, TV/SEAL	1	_____	_____
✓ 07-0300-002	REEL ASSY W/1000' FLOATLINE	1	_____	_____
✓ 61-0302-001	INVERT ROLLER ASSY W/CONNECTOR	2	_____	_____
✓ 61-0305-000	SEALING ATTACHMENT ASSY-INVERT ROLLER	1	_____	_____
✓ 61-0309-002	MANHOLE TOPROLLER ASSY-TV/SEAL	1	_____	_____
✓ 61-0619-000	POLE ASSY QUICK LOCK	8	_____	_____
✓ 61-0620-000	HOOK MANHOLE ADAPTER	2	_____	_____
✓ 92-0012-100	RESPIRATOR DUST	1	_____	_____
✓ 92-0013-100	GOGGLE RESPIRATOR 792111	1	_____	_____
✓ 92-0014-100	COVERALL DISPOSABLE	1	_____	_____

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30109 CUES - P A C K I N G L I S T DATE 9/18/85 PAGE 2
 BOM FOR: 00-1381-002 ID610 ACCESSORIES

ASSY#/COMP#	D E S C R I P T I O N	QTY. REQ.	QTY.SHP	QTY.B/O
✓ 92-0015-100	GLOVES RUBBER(PAIR) 2W070	1	_____	_____
✓ 92-0100-001	KIT CHEMICAL DISPOSAL	1	_____	_____
✓ 92-0120-100	SIGN: NO SMOKING	1	_____	_____
✓ 92-0126-100	SIGN WARNING: FOLLOW SAFETY PRECAUTIONS	1	_____	_____
✓ 92-0127-100	SIGN 'SAFETY POSTER' Q-SEAL HANDLING INS	1	_____	_____
✓ 94-0010-100	CUP CHEMICAL MEASURING	1	_____	_____
✓ 94-0011-100	PADDLE CHEMICAL MIXING	2	_____	_____
✓ 94-0012-100	SCOOP CHEMICAL	1	_____	_____
✓ 96-0901-000	LOGBOOK TELEVISION ASSY	1	_____	_____
✓ 96-0921-100	MANUAL OPERATE TV/SEAL	3	_____	_____
✓ 94-0004-100	CHAIR, OPERATOR	1	_____	_____
✓ 96-0919-100	MANUAL, Q A LOG	1	_____	_____
✓ 00-2924-000	TOOL KIT, MULCON, TV/SEAL	1	_____	_____
✓ 95-0000-000	TOOL BOX-MAINTENANCE	1	_____	_____
✓ 95-0003-000	PARTS KIT, TV TOOL BOX SPARE	1	_____	_____
✓ 94-0601-100	WRENCH SET HEX	1	_____	_____
✓ 13-0302-100	QUAD RING 1/2 SS CHECK VALVE-ACETONE	2	_____	_____
✓ 13-0006-100	NIPPLE SEAL 3/8 DISCONNECT	1	_____	_____
✓ 13-0303-100	NIPPLE SEAL 1/2 SS QUICK DISC- ACETONE	2	_____	_____
✓ 94-0603-001	TESTER CHECK VALVE	1	_____	_____
✓ 23-0050-000	ADAPTER CHEMICAL HOSE BLOW-DOWN	1	_____	_____
✓ 23-0051-000	ADAPTER CHEMICAL HOSE WASH-DOWN	1	_____	_____
✓ 94-0640-100	NUTDRIVER 1/4"	1	_____	_____
✓ 94-0550-100	WRENCH PIPE 12"	1	_____	_____
✓ 95-0289-000	ADJUST TOOL GROUT PUMP	1	_____	_____
✓ 71-3395-100	CABLE 5' EXTENSION 5PIN MALE-FEMALE	1	_____	_____

30109 CUES - P A C K I N G L I S T DATE 9/18/85 PAGE 3

BOM FOR: 00-1381-000 ID610 SN502530 CUES EAST DEMO R&D

ASSY#/COMP#	D E S C R I P T I O N	QTY. REQ.	QTY.SHP	QTY.B/O
✓ 16-0553-100	PLUG DUMMY 5 PIN MALE	1	_____	_____
✓ 23-1000-000	HOSE END-CHEMICAL 3/8 SS	2	_____	_____
✓ 23-1003-000	HOSE END-CHEMICAL 1/2 SS	2	_____	_____
✓ 31-0021-100	CONTROLLER 1200 REEL 1/2HP MOTOR	2	_____	_____
✓ 40-0504-000	EXTENSION CHEMICAL LINE	1	_____	_____
✓ 40-0504-001	ADAPTER, SEALING ASSY-POSATRYN-QUAD	1	_____	_____
S/N-_____				
✓ 50-1277-000	CONTROL TRANSMISSION SINGLE 1200REEL	1	_____	_____
✓ 75-0185-003	CONTROL PWR REEL ASSY DESK 1/2HP REV	1	_____	_____
✓ 16-0536-100	PLUG, DUMMY 4 PIN MALE	1	_____	_____
00-2350-000	POWER WINCH CONTROL, SINGLE	1	_____	_____
✓ 75-0187-001	CONTROL ELECT. WINCH DESK SINGLE	1	_____	_____
S/N-_____				
00-2515-000	HI/LO VISC MULTIGROUT PUMP W/NON CORR	1	_____	_____
✓ 08-0102-100	TANK, WATER 66GAL	1	_____	_____
✓ 08-0500-100	TANK, AIR RECEIVER 15GAL STEPVAN	2	_____	_____
✓ 40-0107-000	WATER&AIR SUPPLY PNL-WATER PRES ONLY A-D	1	_____	_____
✓ 55-1227-001	COMPRESSOR ASSY REEL MOUNT	1	_____	_____
✓ 40-0520-000	VALVE, POSITIVE SHUTOFF F/HI-VISC. CHEM.	1	_____	_____
00-2631-000	PRESSURE MONITOR, POSATRYN(PAT) TEST&GROUT	1	_____	_____
✓ 75-0300-001	POSATRYN VOID PRESSURE MONITOR 60HZ	1	_____	_____
S/N-_____				
00-2611-000	PACKER INFLATE/DEFLATE, QUICK	1	_____	_____
✓ 22-0690-000	CONTROL FAST INFLATE ASSY <i>R+D</i>	1	_____	_____
00-2621-000	JOINT TEST, LIQUID/AIR	1	_____	_____
✓ 40-0007-000	CONTROL ASSY, CHEMICAL-PUMP -AIR&LIQ Q	1	_____	_____

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

1. Debtor(s) Name and Mailing Address:
(Do not abbreviate)
Star Valley Construction Co., Inc.
3951 Patuxent River Road
Harwood, MD 20776

2. Secured Party(ies) Name and Address:
American Associated Cos. Inc.
P. O. Box 4056
Atlanta, Georgia 30302

3. (For Filing Officer Only)
File Number: RECORD FEE 11.00
Time: #040420 0777 R04 T10:42
Date: _____ County, Georgia
Office of Clerk, Superior Court

4. Assignee of Secured Party(ies), if any, Name and Address:

5. If an applicable box is checked below, this financing statement is to be indexed in the real estate records as described in Item 6a:

- The crops listed herein are growing or to be grown on the real estate described herein.
- The goods listed herein are or are to become fixtures on the real estate described herein.
- The minerals or the like listed herein (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on the real estate described herein.

The record owner or lessee of the real estate is _____

02/03/88

6. This Financing Statement covers the following types (or items) of property: (NOTE: If collateral is crops, fixtures, minerals or the like, complete Item 5; proceeds derived from cash proceeds must be specifically described below.)

1 Ea. Trivar Welding Machine 2 Ea. Leister Traic
Guns 2 Ea. Rollers 1 Ea. Smith Hoist Master I90-H
110 Ea. Trash Chutes 1 Ea. Trash Chute Hopper 1 Ea.
Roof Cutter 1 Ea. Tear Off Bar 2 Ea. Wheelbarrows
1 Ea. Little Giant Trailer 1 Ea. Roof Scraper 3-1/2"
2 Ea. Roof Scraper 7" 1 Ea. Tear Off Bar 3-1/2"

6a. Describe real estate applicable to Item 5, if any:

Check if products of the collateral are also covered.

7. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral (check where applicable, otherwise Debtor is required to sign and Secured Party is not required to sign)

- already subject to a security interest in another jurisdiction when it was brought into this State or when the debtor's location was changed to this State, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of debtor.

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.

AMERICAN ASSOCIATED COMPANIES, INC.

Date: April 28, 1988

By: *EMM M... Seere*
(Signature of Secured Party or Assignee of Record, Not Valid Until Signed.)

2

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

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

1. Debtor(s) (Last Name First) and address(es) Melvin Thomas Thomas Services 1335 Baltimore Annapolis Blvd. Arnold, MD 21012	2. Secured Party(ies) and address(es) MAROX LEASING COMPANY 31 Pickburn Court Cockeysville, MD 21030	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) <i>RJM</i> RECORD FEE 10.00 POSTAGE .50 #170070 0777 R64 T10327
4. This statement refers to original Financing Statement bearing File No. <u>268691 515-7</u> Filed with <u>Anne Arundel County</u> Date Filed <u>July 21</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

MAROX LEASING COMPANY

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)
 Filing Officer Copy - Alphabetical

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

STANDARD FORM - FORM UCC-3

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FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 72879

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 Walnut Creek Builders
Address 101 Ridgley Avenue Annapolis, Maryland

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 - I B M Wheelwriter 10 w/ Starter Pack
S/N 0025446

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#130040 CT77 ROM 110/27

RUM

(5/10/70)

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11-70

[Signature]
(Signature of Debtor)
John R. Chapin, PRES.
Type or Print Above Name on Above Line

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

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

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) SMITH AND RAWLINGS, INC. 3305 Harness Creek Road Annapolis, MD 21403; 2. SECURED PARTY THE ZAMOISKI 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 reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax. (Md.)
6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

RECORD FEE 11.00
#130080 CTTT R045700700
RMM

SMITH AND RAWLINGS, INC.
(Type Name)
By: Millie J. Rawlings Secretary-Treasurer (SEAL)

THE ZAMOISKI CO.
By: John J. Mulkey vIce President/Treasurer

By: (SEAL)

January 19 19 88
(Date Signed by Debtor)

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

Handwritten mark resembling '11'

BOOK 527 PAGE 95

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished; or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and Inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

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

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Kitchen Technologies, Inc. 8009 J. Jumpers Hole Road Pasadena, Maryland 21122</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	---

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

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

RECORD FEE 11.00

#130110 0777 204 110124

RMM

05/10/01

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

Kitchen Technologies, Inc.

THE PARADIES DISTRIBUTING CO.

(Type Name)

By: [Signature] (SEAL)

Alan L. Nicolaisen, President

By: [Signature]

John J. Mulkey Vice President/Treasurer

By: _____ (SEAL)

(Date Signed by Debtor)

19

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

11

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the Invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Kitchen Display & Wholesale Center Inc. 1799 Mc Guckian Street Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

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

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
#130120 CTTY R04 110431
RWN 05/10/88

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

Kitchen Display & Wholesale Center Inc.

Melvin Wilde, pres.
(Type Name)

Melvin Wilde, President

By: _____ (SEAL)

By: _____ (SEAL)

THE PARADIES DISTRIBUTING CO.

John J. Mulkey
By: _____
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

11

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 100

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 372883

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 Kop-Flex, Inc.

Address 100 Harmans Road, Harmans, MD 21077

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum, P.O. Box 601

RECORD FEE 11.00

POSTAGE .50

Stamford, CT 06904

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

RECEIVED 07/17/88 R04 T10136

RMK 05/18/88

3. Maturity date of obligation (if any) _____

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

COMPUTER ~~SP~~
AT&T Telephone equipment, more fully described on Exhibit A, made a part hereof and attached hereto.

Name and address of Assignee

EQUIPMENT IS LEASED. FILED FOR INFORMATION PURPOSES ONLY.

CHECK THE LINES WHICH APPLY

CK# 5616

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kop-Flex, Inc.

(Signature of Debtor)

Fred K Land

Type or Print Above Name on Above Line

FREDK LANDON

(Signature of Debtor)

Type or Print Above Signature on Above Line

MetLife Capital Credit Corporation

(Signature of Secured Party)

Debra J. Mandia

DEBRA J. MANDIA
Type or Print Above Signature on Above Line

11/60



EXHIBIT A

BOOK 527 PAGE 101

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
AT & T	One (1) Model 7325-AMA Pkg. A	S/N 870C10950309
	One (1) Model 73271 E/Ports I/O	
	One (1) Model 73279 VCache	
	One (1) Model 73278 Multiprocessor Enh.	
	One (1) Model 3620-010 DCM/4E	
	One (1) Model 73204 3BNET NI/10M	
	One (1) Model 36203 DM/147E	
	One (1) Model LW400 Centronics Line Printer	S/N 2313820
	One (1) AT & T 1KVA UPS	S/N 000231

Kop-Flex, Inc.
Type Full Legal Company Name

Fredk Land FREDK LAND
Signature Print Name

PRESIDENT
Title

5/5/88
Date

METLIFE CAPITAL CREDIT CORPORATION

Debra J. Mandia DEBRA J. MANDIA
Signature Print Name

ASSISTANT TREASURER
Title

5/5/88
Date

TERMINATION STATEMENT

BOOK 527 PAGE 102

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. ID# 271102 Dated 12-30-87

Record Reference book 521 liber 399

2. DEBTOR:

Name: Tidewater Rental Center, Inc.
(Last Name First)

RECORD FEE 10.00

POSTAGE .30

#150290 0777 004 110-57

05/10/88

ADDRESS: Glen Burnie Business Ctr. 166 Penrod Ct. Glen Burnie MD 21061

RAM

3. SECURED PARTY IS:

NAME: Signet Bank/MD (formerly known as Union Trust Co. of MD)

ADDRESS: P.O. Box 17063 Baltimore, MD 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS please see above

Filing Fee: \$10.50

SECURED PARTY

Signet Bank/MD (f/k/a Union Trust Co. of MD)

BY: M. C. Stafford A.P.
(TITLE)

DATED: 5/11, 19 88

10.50

FINANCING STATEMENT

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

<p>1. DEBTOR(S) and Address(es)</p> <p>Tire Merchants International, Inc. 8351 Bristol Court Jessup, Maryland 20794</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn.: Commercial Finance Division Daniel S. Tritzsch - T0503</p>
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3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

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

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

C. Other:

RECORD FEE 11.00

\$130.300 0777 R04 11045.1

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder. (5/18/01) *RJM*

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

DEBTOR:

SECURED PARTY:

Tire Merchants International, Inc.
(Type Name)

By: *Steven E. Zelenak*

By: *[Signature]*

Steven E. Zelenak, AVP
(Type or print name and title)

Surender Singh Kandhari, President
(Type or print name and title)

(Date signed by Debtor)

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

11

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax
 Recordation Tax of \$ 308.00 on
Principal Amount of \$ 44,000 is enclosed/
has been paid (strike inapplicable phrase).

For Filing Office 527 RICE 101
File No.: 272885
Record Reference: _____
Date & Hour of Filing: _____

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

1. DEBTOR: Tinker Machining Co., Inc.
(Name or Names)
P.O. Box 117, 781 Eklridge Landing Road, Linthicum, Maryland 21090
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 22497, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

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

See Equipment Schedule "A" Attached

RECORD FEE 11.00
RECORD TAX 308.00
POSTAGE .50
#130310 CITY RD4 110430
RAM (5/18/88)

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

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

DEBTOR(S):
Tinker Machining Co., Inc.
By: Mecelle Darnall Sec. Treas.
MECHELLE DARNALL (Title)
(Type or print name of person signing)

SECURED PARTY:
Signet Bank/Maryland
By: John S. Waller CEO
John S. Waller (Type or print name of person signing)

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

Return To: Signet Bank/Maryland
P.O. Box 22497, Baltimore, Maryland 21203, Attn: # 235

11-308-80

EQUIPMENT SCHEDULE "A"

This Equipment Schedule is attached to and forms a part of the UCC-1 Financing Statement between Signet Bank/Maryland (as Secured Party), and Tinker Machining Co., Inc. (as Debtor), dated 5/12/82.

<u>Quantity</u>	<u>Description</u>
One (1)	Panther Phone System, Model 612, including all attachments
One (1)	Sharp Fax Machine, S/N: 70131Z9Y
One (1)	Emerson Computer System, including all attachments
One (1)	Hyster Forklift, Model #560A, S/N: A4L1755C

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) B & B Distributors, Inc. 105 N. Langley Road Glen Burnie, Maryland 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Daniel S. Tritsch - T0503 Return to Secured Party
--	--

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Beauty and barber supplies (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

RECORD TAX 298.00

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: \$425,000.00

RPM

DEBTOR:

SECURED PARTY:

B & B Distributors, Inc.
(Type Name)

UNION TRUST COMPANY OF MARYLAND

By: *J. Paul Culotta*

By: *Steven E. Zelenak*

Steven E. Zelenak, Assistant Vice President
(Type Name)

By: J. Paul Culotta, President

4/19 19 88
(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.

11-238-05

RECORDATION TAX CALCULATION

BOOK 527 PAGE 107

TO: Clerk of the Circuit Court

Anne Arundel County

Value of equipment,
other non-exempt
property

$$\frac{100,000.00}{1,307,000.00} \times \frac{425,000.00}{1,307,000.00} = \frac{34,000.00}{1,307,000.00}$$

Total value of all
collateral

Amount not exempt from tax = 34,000.00

Tax Paid = \$ 238.00

272807

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1243

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 BROAD, VOGT & CONANT, INC.
Address 500 Digivlian Blvd. Suite 215 Glen Burnie, MD 21061

2. SECURED PARTY

Name COMM-LEASE INC.
Address 9494 Deereco Road Timonium, MD 21093

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

3. Maturity date of obligation (if any) _____

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

- 3- G.E. MPI POrtable with Leather Case, Spare Battery and AC Charger 731785905, 731787005, 731786505
- 2- Speaker Microphones

RECORD FEE 11.00
POSTAGE .30
#130360 0777 R04 111100
RANK 05/10/00

CHECK THE LINES WHICH APPLY

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

X William J. Hickle
(Signature of Debtor)
WILLIAM J. HICKLE, Gen. Sup.
Type or Print Above Name on Above Line

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

Roger D. Casell
(Signature of Secured Party)
ROGER D. CASSELL, V. P.
Type or Print Above Signature on Above Line

11-50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 392

Page No. 311

Identification No. 219972

Dated September 21, 1978

1. Debtor(s) { The Anne Arundel General Hospital, Inc.
Name or Names—Print or Type
c/o Mr. Eugene B. Slear, Jr., Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { Suburban Trust Company
Name or Names—Print or Type
6495 New Hampshire Avenue, Hyattsville, MD 20783
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

SECURED FEE 10.00
#130350
RHM

Dated: May 10, 1988
SOVRAN BANK/MARYLAND
(formerly known as
Suburban Trust Company)
Name of Secured Party
Signature of Secured Party
Donald S. Gardiner
Assistant Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Davis Sherman, Esq.
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

1550

↑

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 30,000.00
- To Be Recorded in Land Records of _____

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

NAME	Street	City	State
1. Debtor(s)			
Hopkins & Wayson, Inc.	1358 Marlboro Rd.	Lothian	Md. 20711

2. Secured Party: SOVRAN BANK/MARYLAND RECORD FEE 11.00
6610 Rockledge Drive, Bethesda, MD 20817 RECORD TAX 210.00
Attn: Loan Administration

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

Secured Party: SOVRAN BANK/MARYLAND		Debtor(s) or Assignor(s)	
By: <u>Thomas E. Cislo</u>		Hopkins & Wayson, Inc.	
Type Name	Thomas E. Cislo	By: <u>Konrad M. Wayson</u>	Konrad M. Wayson, Sec/Trea.
Title	AVP	_____	
Type or Print Name and Title of Each Signature			

I certify under penalty of perjury that recordation tax in the amount of \$ 210.00 was paid to Anne Arundel County.

Thomas E. Cislo
Thomas E. Cislo, AVP

11/21/03
210
-82

#130370 0777 804 111103
05/18/03
RAM

SCHEDULE A

BOOK 527 PAGE 111

mm

A. One (1) 1988 John Deere 650G Crawler Dozer,
Serial No. T0650GH743294

STATE OF MARYLAND

272839

FINANCING STATEMENT FORM UCC-1

Identifying File # 527 PAGE 112

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

CONTRACT # 29820 - 814251

Name Richard Lee Header Jr.

Address 4th St Box 94 Waysons Mobile Court, Fothian, MO 20711

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

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

3. Maturity date of obligation (if any) _____

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

New Kubota B-82000T 4WD Turf Tractor Ser# 64272

New Ford Rotary Cutter Model 951 Ser# WM-41127

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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard Lee Header Jr.
(Signature of Debtor)

RICHARD LEE HEADER JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Larry E. Groff
(Signature of Secured Party)

LARRY E. GROFF

11.50

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 489

Page No. 485

Identification No. 258447

Dated September 11, 1985

1. Debtor(s) { Builders Marketing, Inc.
 Name or Names — Print or Type
6 Montgomery Village Ave. Suite 402 Gaithersburg, MD 20879
 Address — Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
 Name or Names — Print or Type
P.O. Box 1596 Baltimore, MD 21203
 Address — Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
 POSTAGE .30
 #130390 CTTT R04 T11405
 FAX 03/18/88

Dated: April 20, 1988

The First National Bank of Maryland
Yvonne M. Barcroft

(Name of Secured Party)

Yvonne M. Barcroft
(Signature of Secured Party)

Loan Accounting Officer

Type or Print (Include Title if Company)

15.00

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 21,387.13
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Chesapeake Air Shipping, Inc.
Cargo Bldg. A
(Name)
P.O. Box 8764
(Address)
BWI Airport, Maryland 21240

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Linda A. Groves
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

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

DEC MicroVax 2000/DH-625N6-AA Serial# WF81105498

DEC VMS User Lic./Q3001-C5

S & H Computer Sys Comm. Lic.

DEC Tape Drive/TK50Z-FA Serial# WF81108686

Epson FX-86e Printer Serial # P0037988

5 DEC Video Terminals/VT320-CA Serial #TA 75240084
 TA 75240499
 TA 75241134
 TA 75239905
 TA 75111410

RECORD FEE 12.00
 RECORD TAX 150.50
 POSTAGE .50
 #130430 0777 R04 111-07
 (5/18/87)

RAW

Okidata Okitel 2400 Modem Serial #7080774A

5 DEC Connect CAble/Connectors

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

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 ✓ *P.B. Sigismundi* (Signature)
P.B. SIGISMONDI
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 ✓ *RE Norris* (Signature)
RE NORRIS
(Print or Type Name)

12-150.50

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

3. MATURITY DATE (If Any): 30NOV96
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
KOWALEWSKI DR. E. J.
1210 BUCKINGHAM RD MD 21012
ARNOLD 207032656 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

4. This statement refers to original Financing Statement bearing File No. 254728
BK 480 FG 66
Filed with ANNE ARUNDEL MD Date Filed 30NOV84

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

RECORD FEE 10.00
POSTAGE .50
#130450 DT77 R04 111400
05/18/88

10.

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

Number of Additional Sheets Presented: 10 MAY 88

DEERE CREDIT SERVICES INC.

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

By: *[Signature]* _____
Signature(s) of Secured Party(ies) Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC 3

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) GARLAND HARRY R. 3519 FOXHALL DRIVE DAVIDSONVILLE MD 21035 216408368 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): 07NOV96 FOR FILING OFFICER (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. 479-223-254451
 Filed with ANNE ARUNDEL MD Date Filed 07NOV84

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

RECORD FEE 1.00
 RECORD FEE 9.00
 POSTAGE .30

10.

TO: **CLERK OF CIRCUIT CRT**
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403
 #130640 CIVIL ROOM 111107
 (5/18/88)
RAM

Number of Additional Sheets Presented: 10MAY88

DEERE CREDIT SERVICES INC.
 By: *[Signature]* **Manager, Processing**
John Deere Company

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

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$12,000.00

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

Name of Debtor
Woodbridge Construction Corporation

Address
2444 Solomons Island Road
Annapolis, MD 21401

Secured Party
Farmers National Bank of MD

Address
5 Church Circle
Annapolis, MD 21401

Assignee

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

Attach separate
list if necessary

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

- 1-3Yr. Gramman Umbrella Program
- 1-Toshiba Copier BD7720 Serial #OG722593
- 1-MD-2 Duplexer- " #IH714989
- 1-MG-5 20 Bin Sorter " #EH762934
- 1-MR-4 Automatic Document Feeder Serial #TI717156
- 1-Stand
- 1-Letter Cassette
- 1-Letter R Cassette
- 1-Legal Cassette

And all other cables, peripherals, and support system used for operation of above equipment.

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

3. Proceeds } of the collateral are also specifically covered.
 Products }

RECORD FEE 11.00
RECORD TAX 84.00
POSTAGE .50

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

#266230 0345 R01 T14:22

Debtor (or Assignor)
Woodbridge Construction Corporation.....
By: *A. John Briscuso*
A. John Briscuso, President

Secured Party (or Assignee)
FARMERS NATIONAL
BANK OF MARYLAND

RNW 05/18/88

BY *John R. Ludwig*
John R. Ludwig
Assistant Vice President

Type or print names under signatures

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

11
04

SECURITY AGREEMENT AND FINANCING STATEMENT 272303
(Uniform Commercial Code - Secured Transaction)

May 4, 1988

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax-Property Article of the Annotated Code of Maryland, as amended.

Debtor:

JMO PROPERTIES, INC.,
a Maryland corporation

Address:

1530 Gordon Cove Drive
Annapolis, MD 21403

M. J. O. B.

Secured Party:

THE NATIONAL BANK OF WASHINGTON, 4340 Connecticut Avenue, N.W.
a national banking association Washington, D.C. 20008

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 for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Promissory Note of even date herewith in the amount of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00) from Debtor, as Maker, payable to Secured Party (the "Note"). 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 Howard G. Dymond and Constance Britt, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

RECORD FEE 25.00
TOTAL 25.00
#180560 C055 R02 T09:08

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

05/19/88

D. H. W.

25.00
2/5/88

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:

(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;

(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;

(c) All earnings, revenues, rents, issues, profits, avails, and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof; 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 Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

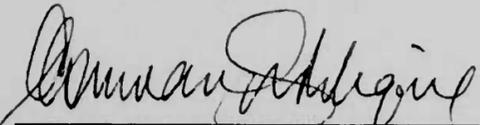
5. Proceeds are covered by this Security Agreement and Financing Statement.

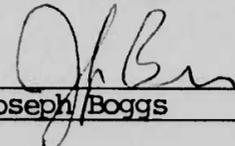
6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

WITNESS:

DEBTOR:

JMO PROPERTIES, INC.,
a Maryland corporation


M. Osman Siddique, (~~Asst.~~) Secretary

By:  (Seal)
Joseph Boggs, President

[CORPORATE SEAL]

[ADDITIONAL SIGNATURES FOLLOW]

WITNESS:

SECURED PARTY:

THE NATIONAL BANK OF WASHINGTON,
a national banking association

Anna E. Schubert

By:

Stephen G. Stoycos
Stephen G. Stoycos,
Vice President

TO THE FILING OFFICER: After this Security Agreement and
Financing Statement has been recorded, please return the same
to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Suite 700
Washington, D.C. 20005
Attn: Joi Papsidero

Exhibit "A"
(Property Description)

EXHIBIT "A"

ALL that lot of ground situate, lying and being in the City of Annapolis in the Sixth Assessment District of Anne Arundel County in the State of Maryland, at the northeast corner of Maryland Avenue and King George Street, together with the buildings and improvements thereon which are now known as No. 16 Maryland Avenue and which was formally known as the "Andrews Home Property", and which said property is hereinafter more particularly described by metes and bounds, according to a survey and plat thereof made by Robert L. Burwell, Civil Engineer, dated May 6, 1929, which said plat is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, Folio 198, namely:

BEGINNING for the same at a point on the North corner of Maryland Avenue and King George Street, said point being distant 9.5 feet northwesterly from the face of the northwesterly curb of said avenue and 7.5 feet northeasterly from the fact of the northeasterly curb of said street measured at right angles to said curbs respectively, and running thence northwesterly with the northeasterly side of King George Street 99.05 feet to a point, said last mentioned point being distant northeasterly 7.46 feet from the face of said curb of said street measured at right angles thereto, thence leaving said street and running northeasterly at right angles to the first described line hereof 74.91 feet to a point on the southwesterly line of the lot which by deed dated March 18, 1884, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 23, Folio 470, was conveyed by James Andrews and wife to Hope Day Schouler, thence with said lot line southeasterly and at right angles to Maryland Avenue 99.12 feet to a point on the northwesterly side of said avenue, said last mentioned point being distant northwesterly 9.5 feet from said face of curb of said avenue measured at right angles thereto, thence southwesterly with the said side of said avenue, 74.8 feet to the point of beginning. Containing 7,416 square feet, more or less. The improvements thereon being known as No. 16 Maryland Avenue.

SAVING AND EXCEPTING THEREFROM a small strip of ground at the Northwestern end of said lot, being about one (1) foot, more or less, as said strip of land is described in a Deed dated October 1, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, Folio 196, by and between Kate D. Andrews, unmarried and The Davis-Smith Realty Corporation.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 124
Identifying File No. 272900

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6 May 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Cycle & Ski, Inc.
Address 128 Hillsmere Drive, Annapolis, Maryland 21403

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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

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

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 05/19/88

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chesapeake Cycle & Ski, Inc.

[Signature]
(Signature of Debtor)
Mark R. Corcoran, President

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)
Vernon F. Schmidt, Vice President

Type or Print Above Signature on Above Line

Bay National Bank

[Signature]
(Signature of Secured Party)
John J. Feldman III Vice President

Type or Print Above Signature on Above Line

comfortable use, enjoyment, occupancy and/or operation of the Premises described below (the "Premises") with the Improvements thereon (collectively, the "Equipment");

BOOK 527 PAGE 126

(c) all leases of, and contracts relating to, the Premises, the Improvements and/or the Equipment, whether now existing or hereafter entered into, and all rents, income, revenue, issues and profits (the "Rents and Profits") arising from the Premises, the Improvements and/or the Equipment;

(d) any and all tangible or intangible property of the Debtor now or hereafter used in, arising out of, or relating to the construction, ownership or operation of the Premises, the Improvements and/or the Equipment, including without limitation, documents, instruments, accounts, chattel paper, general intangibles, inventory and proceeds (each of the foregoing as defined in the Uniform Commercial Code of Maryland (the "Code")), any and all architectural and engineering plans and specifications for the Premises, the improvements and/or the Equipment, or any portion thereof, contract rights, and any funds, letters of credit or other property which are now or hereafter provided by the Grantor to assure the payment of all indebtedness secured by the Deed of Trust referred to herein;

(e) all of the Debtor's rights now owned or hereafter acquired to the proceeds from the sale, exchange, collection or other disposition of conversion, whether voluntary or involuntary, of any of the Property (as defined in the Deed of Trust) into cash or other liquidated claims, including, without limitation, all awards, payments and proceeds, included thereon, and the right to receive the same which may be made as a result of any casualty, any exercise of the right of eminent domain or deed of lieu thereof, the alteration of the grade of any street and any injury to or decrease in the value of the Property (as defined in the Deed of Trust), together with reasonable counsel fees, costs and disbursements incurred by the holder of the Note in connection with the collection of such awards, payments and proceeds;

(f) all present or future contract rights of and from the herein described Premises or any part thereof.

(g) any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu thereof (i) any taking of the Premises or any act 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 property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award"), to the extent of all indebtedness which may be secured by the Deed of Trust at the date of receipt of any such Condemnation Award by

the Secured Party, and of the reasonable counsel fees, costs and disbursements, if any incurred by the Lender in connection with the collection of such Condemnation Award or payment.

BOOK 527 PAGE 127

(h) any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the premises or any portion thereof.

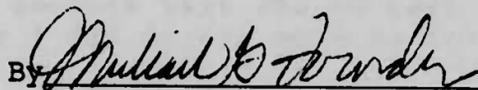
5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, to secure an indebtedness by the Debtor to Secured Party and are deemed by said Deed of Trust to be a part of the hereinafter described real estate. The Debtor is the record owner of the Property.

6. Proceeds of collateral are covered hereunder.

7. The Premises upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

EARLEIGH HEIGHTS SHOPPING
PLAZA LIMITED PARTNERSHIP

By  (SEAL)
Michael G. Foundos
General Partner

Dated: May 17, 1988

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Kevin J. Kelehan, Esquire
Reese and Carney
10715 Charter Drive
Columbia, MD 21043
44791/8001

C4a:kjk\earleigh\financ.st

(1) BEGINNING for the first thereof at a pipe set at a point on the West side of the dual highway leading from Annapolis to Baltimore, where the South side of a 30 foot county road leading to Earleigh Heights intersects same; and running thence along said dual highway, South 35 degrees 20 minutes East 246.39 feet to a bar set; thence leaving said highway and running South 25 degrees 21 seconds West 133.94 feet to a bar set; thence North 88 degrees 56 minutes West 270.00 feet to a stone; thence North 39 degrees 22 minutes 03 seconds West 243.20 feet to the South edge of the aforementioned county road leading to Earleigh Heights; thence bounding on the South edge of said county road, North 62 degrees 13 minutes 57 seconds East 199.40 feet to a bar set; thence still bounding on said road, North 77 degrees 28 minutes 57 seconds East 166.59 feet to the place of beginning. Containing 2.403 Acres of land, more or less, according to a survey made by Anarex, Inc., Registered Professional Engineer and Land Surveyor.

(2) BEGINNING for the second thereof at a stone being at the end of the North 88 degrees 56 minutes West 270.00 foot line of the firstly described parcel herein; thence leaving said stone and running North 39 degrees 22 minutes 03 seconds 243.20 feet to a bar set on the Southern side of the county road from Earleigh Heights to Ritchie Highway; thence running with said road and the outlines South 59 degrees 51 minutes 57 seconds West 210.80 feet to a bar set; thence leaving said road and outlines and running South 27 degrees 32 minutes 03 seconds East 237.19 feet to an iron pipe found; thence running North 60 degrees 32 minutes 57 seconds East 260.62 feet to the place of beginning. Containing 1.289 Acres, more or less, exclusive of the area in the road.

BEING the same two parcels conveyed to Melvin J. Musselman, Walton F. Musselman and Roland P. Musselman, as tenants in common, from Nicholas L. Sikalis and Wanda Lee Sikalis, his wife, by Deed dated July 6, 1976, and recorded among the Land Records of Anne Arundel County in Liber WGL 2870, folio 166, however, said description is by way of an updated boundary survey done by Anarex, Inc. dated August, 1977, and more fully shown on a Plat entitled "Earleigh Heights Shopping Complex", and recorded among the Land Records of Anne Arundel County in Plat Book 69, folio 47.

FINANCING STATEMENT

272305

1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
2. _____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. _____ Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of \$250,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s)	Address(es)
184 DUKE OF GLOUCESTER ASSOCIATES a Maryland General Partnership	53 Cornhill Street Annapolis, Maryland 21401

6. Secured Party	Address
THE ANNAPOLIS BANKING AND TRUST COMPANY	Church Circle Annapolis, Maryland 21401

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 13, 1988 from Debtor(s) to John M. Suit, II and David D. Truitt, Trustees (the Deed of Trust), all property being located at 184 Duke of Gloucester Street, Annapolis, 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 if 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

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-9255

15.00
50
05/19/88
ANX

thereon located, whether said accounts receivable are now in existence or hereafter created.

WITNESS:

184 DUKE OF GLOUCESTER ASSOCIATES,
a Maryland General Partnership

Harriet Withersell Jr.

By: *Marion Morse Wood*
MARION MORSE WOOD, by Robert
Morse Wood, her attorney-in-fact,
Partner

Harriet Withersell Jr.

By: *Robert Morse Wood*
ROBERT MORSE WOOD, Partner

SECURED PARTY SIGNATURES:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

By: *John M. Suit II*
John M. Suit, II
Executive Vice President

Mr. Clerk: Please return to Pat Weiss, MANIS, WILKINSON,
SNIDER & GOLDSBOROUGH, CHARTERED
23 West Street - P.O. Box 1911
Annapolis, Maryland 21404-1911

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-0255

EXHIBIT "A"

BEGINNING for the same at a pipe found on the northeast side of Duke of Gloucester Street; said pipe being the same beginning point as described in the conveyance from Adele Virginia Patterson, single, and Marie L. Theodore to Clare Green Duckett by deed dated January 7, 1963, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber LNP 1627, folio 531, and running from said beginning point so fixed and leaving Duke of Gloucester Street and running with the first and second lines of the above mentioned conveyance from Patterson and Theodore to Duckett, with bearings referred to Annapolis Grid North $39^{\circ} 42' 30''$ East 47.79 feet to a pipe set at the end of the above mentioned second line; said pipe also being in the 22 foot 6 inch line of the conveyance from William Bryan and Rebecca Bryan, his wife, to Daniel M. Sprogle by deed dated June 21, 1870, and recorded among the said Land Records in Liber SH 4, folio 565; THENCE running with part of said last mentioned line and leaving the above mentioned conveyance from Patterson and Theodore to Duckett, South $57^{\circ} 15' 10''$ East 13.89 feet to a point at the end of the North $20^{\circ} 51'$ East 4.8 foot line of the conveyance from Mabel I. Linthicum to Arthur T. Elliott by deed dated April 7, 1955, and recorded in Liber JHH 916, folio 259; THENCE with the above mentioned 4.8 foot line, reversely, South $13^{\circ} 01' 50''$ West 4.8 feet to a crows foot found cut in the top of a wall; THENCE leaving the conveyance from Linthicum to Elliott and running with the outline of the conveyance from George E. Rullman to Charles Katsereles and Olga Katsereles, his wife, by deed dated June 18, 1962, and recorded in Liber GTC 1571, folio 584, South $21^{\circ} 33'$ West 14.01 feet to a "X" cut in the top of a wall; THENCE still with the outline of said conveyance from Rullman to Katsereles, South $47^{\circ} 29'$ East 28.74 feet to a point; THENCE leaving the conveyance from Rullman to Katsereles and running the South $42^{\circ} 03'$ West $30-1/4$ foot line of the conveyance from Francine Olivet Greenacre and Alvord John Greenacre, her husband, to Charles C. Hartman, Jr., et al., by deed dated May 26, 1960, and recorded in Liber GTC 1394, folio 138, and running along the northwest face of No. 182 and the southeast face of No. 184 Duke of Gloucester Street, South $39^{\circ} 38' 40''$ West 30.4 feet to a point on the northeast side of Duke of Gloucester Street; THENCE with the northeast side of Duke of Gloucester Street, North $50^{\circ} 31' 20''$ West 49.05 feet to the place of beginning.

CONTAINING 1835 square feet according to a survey by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in February 1971.

BEING the same property acquired by 184 Duke of Gloucester Associates, a Maryland General Partnership from John H. Kelbaugh., Jr. and Wallis Y. Kalbaugh, by Deed dated October 1, 1981 and recorded among the Land Records of Anne Arundel County in Liber 3443, folio 883.

Mail to
LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 1811
ANNAPOLIS, MD 21404
(301) 263-8255

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)

GRASSINGER JANET M.
53 MIDWAY AVE
LAUREL MD 20707

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

BOOK 527 PAGE 132
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL, MD 20707

4 For Filing Officer's Use: No. Filing Office

RECEIVED
POSTAGE
#118210 C040 R03 T15:41
05/19/88
272306
RNM

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

1988 HOLLY PARK FOREST PARK 14 X 70
SERIAL # 20552 AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
 Products of the Collateral are also covered

Name(s) of Secured Party and Address(es):

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BOULEVARD SUITE 245
WOODBRIDGE, VA 22194

8 Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

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

No. & Street Town or City County Section Block Lot

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

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

GRASSINGER JANET M.

CHESAPEAKE MH OF LAUREL, MD

By

Janet M. Grassinger
Signature(s) of Debtor(s)

By

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

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

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

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272307

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

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

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

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

1. DEBTOR

Name The Historic Inns of America, Inc.
Address 16 Church Circle, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 6925-P Oakland Mills Road, Columbia, Maryland 21045

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

3. Maturity date of obligation (if any) June 17, 1991

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

Compag 386 Model 130 (20 Mhz), Novell Network Software
IBM Model PS2/30 Workstations (Three, with / Mice &
Network Cards), Portable Laptop Computer, HP LaserJet
Series II Printer, Network Tape Backup, Microsoft Word
Processor, Safe UPS (Power Backup) Internal 2400 Baud Modem
with Software, Cables and Disks, Serial Numbers,

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#118170 0040 R03 T15:31
05/19/88

(Conditional Sale)

CHECK THE LINES WHICH APPLY

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

11.00
.50

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

The Historic Inns of America, Inc.

Paul Martin Pearson, II
(Signature of Debtor)
Paul Martin Pearson, II, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.50

Mail to

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty
(Signature of Secured Party)
Carole R. Hardesty, President

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 134
Identifying File No. 272911

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

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

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

This financing statement Dated 5-19-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Furnival Machinery Company

Address 2240 Bethlehem Pike, Hatfield, Pa. 19440

2. SECURED PARTY

Name Komatsu America Corp.

Address 4275 Shackleford Rd. Norcross, Ga 30093

RECORD FEE 11.00

POSTAGE .50

#131580 0777 004 110149

05/20/88

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

RAM

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

See Exhibit A attached hereto and 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)

(Signature of Debtor)

Furnival Machinery Company
Type or Print Above Name on Above Line

J P Wreath
(Signature of Debtor)

J P WREATH
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Komatsu America Corp.
Type or Print Above Signature on Above Line

11.50

EXHIBIT A

Any and all of the items of inventory or equipment now or hereafter leased or rented by Lessor to Lessee, including without limitation any and all items described hereon (if any) together with all subleases of such inventory or equipment (collectively, the "Collateral") and all proceeds of the Collateral. This financing statement is filed for information purposes pursuant to Uniform Commercial Code S9-408 (1972 Revision)

1 New Komatsu Model D37P-2 Crawler Tractor, Serial No. 01597
1 New Komatsu Model D37P-2 Crawler Tractor, Serial No. 01594
1 New Komatsu Model D37P-2 Crawler Tractor, Serial No. 01598
1 New Komatsu Model D37P-2 Crawler Tractor, Serial No. 01601
1 New Komatsu Model D37P-2 Crawler Tractor, Serial No. 01599
1 New Komatsu Model D37E-2 Crawler Tractor, Serial No. 01720
1 New Komatsu Model D37E-2 Crawler Tractor, Serial No. 01832
1 New Komatsu Model D37E-2 Crawler Tractor, Serial No. 01816
1 New Komatsu Model D53S-17 Crawler Loader, Serial No. 80271
1 New Komatsu Model D53S-17 Crawler Loader, Serial No. 80270
1 New Komatsu Model D57S-1 Crawler Loader, Serial NO. 09796
1 New Komatsu Model D57S-1 Crawler Loader, Serial No. 09759
1 New Komatsu Model D57S-1 Crawler Loader, Serial No. 09760
1 New Komatsu Model D57S-1 Crawler Loader, Serial No. 09762
1 New Komatsu Model D57S-1 Crawler Loader, Serial No. 09761

Secured Party**KOMATSU AMERICA CORP.**By: *[Signature]***Debtor****FURNIVAL MACHINERY COMPANY**By: *[Signature]*

5-10-88
32000

BOOK 527 PAGE 136

272913

Debtor or Assignor Form

Anne Arundel Co. **MARYLAND FINANCING STATEMENT**

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 32,000.00 (224.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
B & D Enterprises Inc. D/B/A
B & D Leasing
(Name)
108 Holsum Way
(Address)
Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Gerard R. Mikulski, V.P./ D. Niccoli
(Name of Loan Officer)
25 S Charles Street Banc 101-560
(Address)
Baltimore, Maryland 21201

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

Hartridge Model 2500 Test Stand Serial# 784-324 G6

RECORD FEE 12.00
 RECORD TAX 224.00
 POSTAGE .50
 #131590 DT77 RM 110451
 05/20/88

RHW

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.

<p>DEBTOR (OR ASSIGNOR) <u>B & D Enterprises Inc. D/B/A</u> <u>B & D Leasing</u> (Seal) <u><i>William C. Foster</i></u> (Seal) <small>(Signature)</small> <u>William C. Foster, President</u> <small>(Print or Type Name)</small></p>	<p>DEBTOR (OR ASSIGNEE) _____ (Seal) _____ (Seal) <small>(Signature)</small> _____ <small>(Print or Type Name)</small></p>
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17-224-50

BOOK 527 PAGE 137

272913

<input type="checkbox"/> Filed for record in the real estate records	<input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented: 4
1. Debtor(s) (Last Name First) and address(es) MIAMI AIRCRAFT SUPPORT, INC. C/O Burlington Air Express Baltimore-Washington Airport Cargo Building, B, Store 17 Baltimore, MD 21240	2. Secured Party(ies) and address(es) CREDIT ALLIANCE CORPORATION P. O. Box 715 Maitland, Florida 32751	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 21.00 POSTAGE 50 #131200 DT77 R04 T10:51 05/20/88 RHW

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

"ALL MACHINERY INVENTORY, EQUIPMENT, GOODS AND ACCOUNTS RECEIVABLES AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND / OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND / OR SCHEDULE ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT."

NOT SUBJECT TO RECORDATION TAX

ANNE ARUNDEL

1999F-C-09-06145-8

Circuit Court for ~~EXXIMORE CITY~~

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	MIAMI AIRCRAFT SUPPORT, INC.	CREDIT ALLIANCE CORPORATION
	<i>Tony Romeo</i> Signature(s) of Debtor (Or Assignor) Tony Romeo - President	<i>James B. Krueger</i> Signature(s) of Secured Party (Or Assignee) James B. Krueger - Asst. Secretary

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. 1-80

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

BOOK 527 PAGE 138

THIS MORTGAGE made the 2nd day of May 1988 by and between

MIAMI AIRCRAFT SUPPORT, INC. 12515 North Kendal Drive; Miami, Florida 33183

"Mortgagor", and CREDIT ALLIANCE CORPORATION "Mortgagee".

WITNESSETH:

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, in matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity whether by acceleration or otherwise, at the rate of 1/15 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 liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

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

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

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty (30) days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

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

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

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glazer, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to 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 Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if hereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee 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 right or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

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

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

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

ATTEST
Paula G. Boreo
Secretary

MIAMI AIRCRAFT SUPPORT, INC. (Seal)
Mortgagor
By *[Signature]* (Title)

STATE OF Florida
COUNTY OF Dade

} ss:
Tony Romeo being duly sworn, deposes and says
of MIAMI AIRCRAFT SUPPORT, INC.

- 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 sole right and lawful authority to mortgage the same (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.
- 3. Mortgagor is solvent and justly indebted to CREDIT ALLIANCE CORPORATION
- 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 *2nd* day of *May* 19 *88*
Lucinda J. Staffor
NOTARY PUBLIC
COMMISSION EXPIRES JULY 30, 1988
MAY 1988 FEDERAL REG. 100.

[Signature]

STATE OF Florida COUNTY OF Dade ss:
Lucinda J. Staffor a Notary Public duly qualified in and for said County and State, do hereby certify that on this *2nd* day of *May* 19 *88* in (Place) *12515 N. KENDAL #4/30 Miami FL* in said County, before me personally appeared *Tony Romeo* 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 duty acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the *President* of *Miami Aircraft Support, 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 *13320 SW 119th Street, Miami, FL 33175* 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 officer 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
Lucinda J. Staffor
NOTARY PUBLIC
COMMISSION EXPIRES JULY 30, 1988
MAY 1988 FEDERAL REG. 100.

SCHEDULE 'A'

BOOK 527 PAGE 140

This schedule is attached to and becomes part of ~~Conditional Sales Contract, Chattel Mortgage or Lease~~ dated May 2, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
10	Clyde Trailers	2201	18813, 18814, 18815, 18820, 18821, 18822, 18823, 18824, 18825, 18826
12	Clyde Trailers	2079	18801 through and including 18812
2	Allis Chalmers Forklifts	P150	80016, 80024
1	Lantis Container/Pallet Loader with Perkins Diesel Engine	TLC 818-144	411
1	Stewart & Stevenson Trailer mounted on 170 PPM Diesel Engine Air Start Unit, Engine Compressor	TMAC-170	8083-7000-5962 8VF121000 523286
1	Stewart & Stevenson Aircraft Tow Tractor Cotta Box and Weldment, Engine	GT-1628	16-6719 16-225 3GA134
1	Stewart & Stevenson Cargo Tractor	BT-345G3K	12742H7TH
"ALL ATTACHMENTS AND ACCESSORIES TO THE ABOVE"			

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: James Blumquist

~~Purchaser, Mortgagor or Lessee~~

MIAMI AIRCRAFT SUPPORT, INC.

By: James P. [Signature]



**Credit
Alliance
Corporation**

A Subsidiary of
First Interstate Bancorp
2500 Maitland Center Parkway
Suite 400
Maitland, Florida 32751-4125
305/660-0092

May 5, 1988 BOOK 527 PAGE 141

MIAMI AIRCRAFT SUPPORT, INC.
12515 Kendall Drive
Miami, FL 33186

RE: Schedule "A" to Security Agreement Mortgage on Goods and Chattels
dated May 2, 1988 between Miami Aircraft Support, Inc. as Mortgagor
and Credit Alliance Corporation as Mortgagee

Gentlemen:

Enclosed is a copy of the above captioned Schedule "A". Please take note
that the Equipment Description of the Stewart & Stevenson Model TMAC-170
Trailer; the Stewart & Stevenson Model GT-1628 Tow Tractor and the Stewart
& Stevenson Model BT-345G3K Cargo Tractor is incorrect as shown on the face
of the Schedule "A" and should be:

One (1) Stewart & Stevenson Model TMAC-170 Trailer Mounted, 170 PPM
Diesel Engine Driven Air Start Unit S/N: AC170-148

One (1) Stewart & Stevenson Model GT-1628 Aircraft Tow Tractor
S/N: GT1628-229

One (1) Stewart & Stevenson Model BT-345G3K Cargo Tractor S/N: BTG214

With your permission this letter shall serve as a modification to said
Schedule "A" wherein we shall make the appropriate corrections.

The effect of this revision shall be the same as if the Schedule "A" had
been correct originally and in all other respects, all of the terms and
conditions shall remain in full force and effect.

Very truly yours,

CREDIT ALLIANCE CORPORATION

James B. Krueger
James B. Krueger
Assistant Secretary

Acknowledged and agreed to this

6th day of May, 1988

By: *Paul L. Jones*

STATE OF MARYLAND

BOOK 527 PAGE 142

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271053

RECORDED IN LIBER 521 FOLIO 320 ON 12-28-87 (DATE)

1. DEBTOR

Name Bowen & Wentz Excavating

Address 1417 Bayhead Road, Annapolis, MD 21401 (Anne Arundel)

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) _____

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

ONE (1) Liebherr A 912LC SN 2434

RECORD FEE 10.00

POSTAGE .50

#131610 DT77 R04 110152

RAM 05/20/88

State Eq., Div. Secorp National, Inc.

Dated May 18, 1988

Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec
Type or Print Above Name on Above Line

1050

FINANCING STATEMENT

BOOK 527 PAGE 143 272911

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ \$15,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 OXKO Corporation 2448 Holly Avenue
 Suite 303
 Annapolis, MD 21401

RECORD FEE 11.00
 RECORD TAX 105.00
 POSTAGE .50

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis 1832 George Ave.
 Attention: Gayle A. Haines, Loan Processor Annapolis, MD 21401
 (Type name & Title)

#131620 0777 RUA 710152
 03/26/83

RHM

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

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

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

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

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

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

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

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

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

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

Debtors OXKO Corporation

By: Steven W. Oxman, President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the office and at the address set forth in paragraph 6 above.
 2-2820 (3/85)

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

OK - MRH
9.12.13 + 26

BOOK 527 PAGE 145

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

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

RECORDED IN LIBER 519 FOLIO 155 ON October 21, 1987 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Provident Bank of Maryland
Address 114 East Lexington Street, Baltimore, MD 21202 Attn: Commercial Real Estate Department
Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202

RECORD FEE 10.00

POSTAGE .50

#1716-0 0717 404 110154

Estate Department 1/20/88

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

RAM

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: See Exhibit A attached.

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.)

PROVIDENT BANK OF MARYLAND

Dated March 30, 1988

By: *Mary R. Henderson*
(Signature of Secured Party)

Mary R. Henderson
Type or Print Above Name on Above Line

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

1020

BEING KNOWN AND DESIGNATED as Lots Numbered 9, 12, and 13 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 26 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

OK-ME+1
9, 12, 13 + 26

BOOK 527 PAGE 147

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

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

RECORDED IN LIBER 501 FOLIO 09 ON July 22, 1986 (DATE)

1. DEBTOR

Name Water Oak Forest Corporation, a Maryland corporation

Address 305 East Furnace Branch Road, Glen Burnie, Md 21061

2. SECURED PARTY

Name Provident Bank of Maryland

RECORD FEE 10.00

Address 114 East Lexington Street, Baltimore, MD 21202, Attn: Commercial Real Estate Department

Diversified Title Corporation, 10 E. Balto. St., Ste. 1212, Balto., MD 21202 10-54

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

03/20/88

3. Maturity date of obligation (if any) _____

RHW

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: See Exhibit A attached.

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.)

PROVIDENT BANK OF MARYLAND

Dated March 30, 1988

By: Mary R. Henderson
(Signature of Secured Party)

Mary R. Henderson
Type or Print Above Name on Above Line

10/50

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

Exhibit A

BEING KNOWN AND DESIGNATED as Lots Numbered 9, 12, and 13 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 26 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 5 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 43, respectively.

A.A.G

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 472 Page No. 294
Identification No. 251654 Dated 4/13/84

1. Debtor(s) { B/R Instrument Corporation
Name or Names—Print or Type
P. O. Box 7, Pasadena, A.A., Maryland 21122
Address—Street No., City - County State Zip Code

2. Secured Party { Farmers National Bank of Maryland
Name or Names—Print or Type
5 Church Circle, Annapolis, A.A., Maryland 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

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

PHM

Dated: May 12, 1988

FARMERS NATIONAL BANK OF MARYLAND
Name of Secured Party

Donna J. Stevens
Signature of Secured Party

Donna J. Stevens, Loan Operations Officer
Type or Print (Include Title if Company)

15.00

BOOK 527 PAGE 150

272315

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):

R.J. Brentzel
6505 Wilson Road
Friendship, MD. 20758
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

POSTAGE .50

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

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

(1) Melroe Bobcat S/N 38368 Float tires and 60" Bucket w/teeth

THIS COVERS A CONDITIONAL SALES CONTRACT.
THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

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

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

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

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

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

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

8. Signatures:

R.J. Brentzel

JOHN C. LOUIS CO., INC.

By

R.J. BRENTZEL

Debtor(s) [or Assignor(2)]

By

WILMER S. DAVISON

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

(2) Filing Officer Copy - Alphabetical 150

FINANCING STATEMENT WILMER S. DAVISON PRESIDENT
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1

272316

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corp. 8700 Ashwood Drive Capitol Heights, MD 20027 Machine located in Annapolis, MD AA County M-3255-1	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P O Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #131770 C177 R04 T11:00 05/29/88 For Filing Officer <i>RJM</i>
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. One (1) New Caterpillar Model #953 Track Loader S/N 20Z01845 not subject to recordation tax		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) The Driggs Corp. <i>Reginald Buner, VP</i> (By) <i>Reginald Buner, S. P.</i> Standard Form Approved by N.C. Sec. of State and other states shown above. (1) Filing Officer Copy -- Numerical	Alban Tractor Co., Inc. (By) <i>Mark Wilson</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	Secured Party(ies) [or Assignees]

1150

UCC-1

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 152
Identifying File No.

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

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$300,000

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

This financing statement Dated May 10, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MORRELL DEVELOPMENT, INC.
Address 1264 Fenwick Garth, Arnold, Maryland 21012

2. SECURED PARTY

Name CHASE LINCOLN FIRST BANK, N.A.
Address One Lincoln First Square, Rochester, New York 14643

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

3. Maturity date of obligation (if any) May 1, 1997

4. This financing statement covers the following types (or items) of property: (list)
See Additional Sheet "A" attached hereto.

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 Additional Sheet "B" attached hereto.

Route 178 (Generals Highway), Anne Arundel County, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MORRELL DEVELOPMENT, INC.

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

Kenneth F. Morrell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RETURN TO:

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

CHASE LINCOLN FIRST BANK, N.A.

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

STEVEN R. AMBROSE
Type or Print Above Signature on Above Line

RECORDING TAXES BASED ON \$300,000
PAID AT THE TIME OF RECORDING \$300,000
MORTGAGE IN LAND RECORDS

MORTGAGE RECORDING TAX PAID ON
May 12, 1988 AT ANNE ARUNDEL COUNTY
TAX PAID 7% OF \$300,000; TOTAL TAX PAID
\$2,100. Recording Book on page 17.00

RECORD FEE
POSTAGE
#131810 CITY R04 111+03

RAM
05/23/88
BOTHAN

17.50

ADDITIONAL SHEET "A" ATTACHED TO UCC-1 FINANCING STATEMENT EXECUTED BY MORRELL DEVELOPMENT, INC., AS DEBTOR, AND CHASE LINCOLN FIRST BANK, N.A., AS SECURED PARTY, DATED AS OF MAY 1, 1988

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

A. All of the right, title and interest of Debtor in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property installed in, attached to or used or useable in connection with the present or future use of the real estate located on Route 178 (Generals Highway) in Anne Arundel County, Maryland, which is more particularly bounded and described in Additional Sheet "B" attached hereto (the "Premises"), or the present or future operation or maintenance of the buildings, structures or other improvements now or hereafter erected on the Premises (collectively, the "Improvements"), whether now owned or hereafter acquired by Borrower, including, but not limited to, 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, exhaust and heater fans, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors (which machinery, apparatus, equipment, fittings, fixtures and articles of personal property, all replacements thereof, substitutions therefor and additions thereto, together with the proceeds thereof, are hereafter collectively referred to as the "Equipment");

- 2 -

B. All awards heretofore made and hereafter to be made by reason of a taking or condemnation affecting the Premises, the Improvements, the Equipment or any part thereof by competent authority as a result of the exercise of the power of eminent domain, including, but not limited to, any awards or payments for use and occupation or for change of grade of streets, together with any and all claims of Debtor with respect thereto;

C. All insurance proceeds heretofore paid and hereafter to be paid by reason of any loss or damage to the Improvements, the Equipment or any part thereof by fire, flood or other casualty, together with any and all claims of Debtor with respect thereto; and

D. All of the right, title and interest of Debtor in and to all leases, subleases, tenancies, subtenancies and occupancies now or hereafter affecting the Premises, the Improvements or any part thereof and all amendments, modifications, extensions and renewals thereof (collectively, the "Assigned Leases"), together with (1) all of the rents, issues and profits which may be or become due, or to which Debtor may now or hereafter become entitled, arising or issuing out of the Assigned Leases or from or out of the Premises, the Improvements or any part thereof and (2) all insurance proceeds heretofore paid and hereafter to be paid by reason of any loss of income from the Premises, the Improvements or any part thereof, including, but not limited to, any use or occupancy loss, business interruption or interruption of rental payments under the Assigned Leases or any part thereof, together with any and all claims of Debtor with respect thereto.

This Financing Statement is being given in order to perfect a security interest in the above types (or items) of property created by a certain Mortgage, Assignment of Leases and Rents and Security Agreement made by Debtor to Secured Party covering the Premises, which mortgage is dated as of May 1, 1988 and is intended to be recorded among the Land Records of Anne Arundel County, Maryland simultaneously with the filing of this Financing Statement to secure the payment of an indebtedness of Debtor to Secured Party in the principal amount of \$300,000.

ADDITIONAL SHEET "B" ATTACHED TO UCC-1 FINANCING
STATEMENT EXECUTED BY MORRELL DEVELOPMENT, INC.,
AS DEBTOR, AND CHASE LINCOLN FIRST BANK, N.A., AS
SECURED PARTY, DATED AS OF MAY 1, 1988

Metes and Bounds Description of Real Estate

BEING known and designated as Lots 2 and 3 as
shown on the Plat entitled "Revised Plat of Route 178
Industrial Park", which Plat is recorded among the Plat
Records of Anne Arundel County, Maryland in Plat Book 73,
page 17.

CC

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK

527 PAGE 150

Identifying File No.

272318

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$10,000.00

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

This financing statement Dated April 26, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Allmetal Screw Products Corp.

Address 200 Executive Drive, Edgewood, NY 11717

2. SECURED PARTY

Name Cedar Ltd. ~~D.V.~~

Address c/o Chesterfield International Services

14 Hans Road, London, England SW 31 RS

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

3. Maturity date of obligation (if any)

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

Goods, machinery, equipment, inventory, accounts, accounts receivable, contract rights and general intangibles as are more particularly described on Schedule A attached hereto.

RECORD FEE 11.00

RECORD TAX 70.00

1.5

CHECK THE LINES WHICH APPLY

#131820 0777 80

7/11/85

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

05/20/88

RHM

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

ALLMETAL SCREW PRODUCTS CORP.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11507000

Debtor: Allmetal Screw Products Corp.

Secured Party: Cedar Ltd. B.V.

Schedule A

- (a) All goods of Debtor including, without limitation, machinery, equipment, furniture, furnishings, fixtures, tools, parts, supplies and motor vehicles of every kind and description, now or hereafter owned by the Debtor or in which the Debtor may have or may hereafter acquire any interest, located at, upon or about, or attached to, any location, and any accessions to any of such goods;
- (b) All inventory of Debtor including, but not limited to, all merchandise, raw materials, parts, supplies, work in process, finished products intended for sale, rent or lease, and all packaging materials of every kind and description now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, including such inventory as is temporarily out of Debtor's custody or possession and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing, including, among other things, but not limited to, raw materials and finished products and including all other classes of merchandise, materials, parts, supplies, work in process, inventories and finished products intended for sale by Debtor now or hereafter located or contained in or on the premises of the Debtor and in any warehouses or in or on other premises which Debtor may subsequently establish or occupy, including inventory temporarily removed from said premises;
- (c) All contract rights and general intangibles including, without limitation, goodwill, trademarks, trade styles, trade names, patents, patent applications and deposit accounts whether now owned or hereafter created or acquired;
- (d) All accounts and other receivables together with all customer lists, original books and records, ledger and account cards, computer tapes, discs, printouts and records, whether now in existence or hereafter created;
- (e) All documents, warehouse receipts, instruments and chattel paper of Debtor whether now owned or hereafter created; and
- (f) The products and proceeds of all items described in (a) through (e) above, including insurance proceeds.

Some of the above-described collateral may be located at:

1 Parkway Drive Building
7257 Parkway Drive
Hanover, Maryland 21076

AA

BOOK 527 PAGE 158

272919

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)
CHILD, ROBERT W.
491 COLLEGE PARKWAY
ARWOLD, MD 21012
2. Secured Party(ies) and Address(es)
Ford Motor Credit Company
P. O. Box 637
Mechanicsville, VA 23111

RECORD FEE 11.00
M171930 CITT R04 111100

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

05/20/00

3. This Financing Statement covers the following types (or items) of personal property:
HOWARD ROTATOR HR-20 SN 020349552

RAM

Check if covered: [] Proceeds of collateral covered [] Products of collateral covered
4. This transaction is exempt from the Recording Tax.

Filed with:

[Signature of Robert W. Childs]

Robert W. Childs
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY: [Signature of Lina Aneluse] Agent

11/00

272320

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. \$ 85,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$595.00.

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

1. DEBTOR

Name Whittington, Robert E.

Address 111 Church Road Arnold, MD 21012

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

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 585.00
POSTAGE .50
#131870 DT77 R04 T11:11
RMM 05/20/88

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)

Robert E. Whittington

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

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

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

14-505
FORM MAY BE PURCHASED FROM HOUGHTON MIFFLIN, INC., BOSTON, MASS 02116



*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc., successor by merger.

BOOK 527 PAGE 160

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

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 28th day of April 1988
Robert E. Whittington, having his principal place of business at _____ by and between
111 Church Road Arnold, MD 21012

"Mortgagor" and First Interstate Credit Alliance, Inc. "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, mortgages to Mortgagee, all and singular, the goods, chattels, and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, 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, indebtedness, charges, and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of 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 Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of 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 personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

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

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

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq. 530 Fifth Avenue, New York, New York and C-A Credit Corp. New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies, aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City 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 1/2% for each 1/2% 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 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 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 benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

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

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

STATE OF Maryland
COUNTY OF Anne Arundel

SS Robert E. Whittington being duly sworn, deposes and says

I, He is the Owner 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.
3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (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____
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 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

(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 April 28, 19 88 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Mack Tandem Axle Tractor	1988	R690ST	1M2N277Y9JW004143
One (1)	Talbert Hydraulic Removeable Gooseneck Trailer	1988	TD70SHRG	6859

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

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

Robert E. Whittington

By: _____

By: Robert E. Whittington

272921

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A.A. Co.

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR: RADIATION ONCOLOGY AFFILIATES
OF MARYLAND, P. A.
Whitesquare Professional Building
9105 Franklin Square Drive
Baltimore, Maryland 21237

Additional Addresses: 1900 East Northern Parkway
Baltimore, Maryland 21239

1277 Green Holly Drive
Annapolis, Maryland 21401

RECORD FEE 11.00

POSTAGE .50

#131880 CTTI 804 111912

05/20/88

2. NAME AND ADDRESS OF SECURED PARTY: RADAMERICA, INC.
Whitesquare Professional Building
9105 Franklin Square Drive
Baltimore, Maryland 21237

RAM

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

(a) All of Debtor's accounts (except for Medicare and Medicaid receivables), both now owned and hereafter acquired, together with all cash and non-cash proceeds thereof.

(b) All of Debtor's inventory, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

(c) All property and funds of Debtor (including deposit accounts of Debtor) both now owned and hereafter acquired and now or hereafter in Secured Party's possession.

1150

BOOK 527 PAGE 104

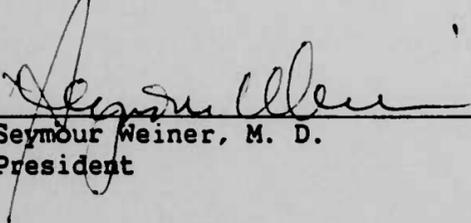
(d) All of Debtor's books, records, and data processing materials in any form (including software, tapes, disks and the like) documenting, describing, or in any manner relating to Debtor's endeavors and/or any or all of the property described in paragraphs (a), (b) and (c) above, wherever located, whether now owned or hereafter acquired or created.

4. Proceeds and products of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax.
6. RETURN TO: Richard G. McAlee, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

DEBTOR:

RADIATION ONCOLOGY AFFILIATES
OF MARYLAND, P. A.

By:


Seymour Weiner, M. D.
President

4/28, 1988
(Date signed by Debtor)

FINANCING STATEMENT

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

1. Name of Debtor(s): Janacyn's, Inc.
Address: Jennifer Road
Annapolis, Maryland 21401

272322

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

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

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

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

RECORD FEE 11.00
POSTAGE .50
K131890 CTT7 RM4 Y11 13
05/20/88

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

RAM

Debtor(s):
By: *Janice L. Judd, President*
Janice L. Judd, President

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

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

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)
Bald and Hale Attorneys
Attention: Philip D. Hale, Esquire
192 Duke of Gloucester Street
Annapolis, Maryland 21401

1150

BOOK 527 PAGE 166

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) Pooya Corp. 8053 Ritchie Hwy. Pasadena, MD 21122	2. Secured Party(ies) and address(es) Atlantic Leasing & Financial, Inc. Suite 207 - Blaustein Bldg. One North Charles St. Baltimore, MD 21201	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 .50
--	--	--

4. This statement refers to original Financing Statement bearing File No. 270143 BK 518 PG 607
 Filed with Anne Arundel Co. Clerk of Circuit Court-Annap. Date Filed Oct. 13, 19 87

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

10. All rights, title and interest to the above financing statement has been assigned to Dunkin' Donuts Incorporated at P.O. Box 317, Randolph, MA 02368.

No. of additional Sheets presented: PC 4469

By: _____ Atlantic Leasing & Financial, Inc.
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: [Signature] Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy - Alphabetical
 STANDARD FORM - FORM UCC-3

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

BOOK 527 PAGE 167

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255008

RECORDED IN LIBER 480 FOLIO 590 ON December 21, 1984 (DATE)

1. DEBTOR

Name Stereo Equipment Sales, Inc. t/a Stereo Discounters Electronic World

Address 7300 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Sovran Bank/Maryland, formerly known as Suburban Bank

Address 31 Light Street, Baltimore, Maryland 21202

Jan Greenspan,

Gebhardt & Smith, World Trade Center, 9th Floor, Baltimore, Maryland 21202

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

3. Maturity date of obligation (if any)

RECORD FEE 18.00

POSTAGE .50

#248750 0777 R01 T14#22

05/20/88

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 collateral described and secured by the original Financing Statement referenced above is hereby amended and restated as Exhibit A attached hereto and made a part hereof. The Secured Party's name is amended to: Sovran Bank/Maryland.

DEBTOR: Stereo Equipment Sales, Inc.
t/a Stereo Discounters Electronic
World

SOVRAN BANK/MARYLAND

By: [Signature]
Dated 5/16/88

By: [Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

EXHIBIT A
(Collateral Description - All Assets)

BOOK 527 PAGE 168

This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at

facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;

- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
- (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
- (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
- (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
- (xi) General Intangibles in the form of goodwill; and
- (xii) All records relating to or pertaining to any of the above.

b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

c. Some of the above collateral may be located at the Debtor's business locations set forth on Exhibit B attached hereto and made a part hereof.

The proceeds and products (including insurance proceeds) of all the collateral are secured, as are future advances and after acquired property.

EXHIBIT B

Delaware

3926 Kirkwood Highway
Wilmington, DE 19808
New Castle County

2800 Concord Pike
Wilmington, DE 19803
New Castle County

COLLEGE SQUARE
250 College Square
Newark, DE 19711
New Castle County

Maryland

GLEN BURNIE
7300 Ritchie Highway
Glen Burnie, MD 21061
Anne Arundel County

LIBERTY ROAD
8656 Liberty Road
Randallstown, MD 21133
Baltimore County

ROUTE 40
6214 Baltimore National Pike
Baltimore, MD 21228
Baltimore County

SALISBURY
1405 S. Salisbury Boulevard
Salisbury, MD 21801
Wicomico County

REISTERSTOWN
9404 Reisterstown Road
Owings Mills, MD 21117
Baltimore County

TIMONIUM
7-A Aylesbury Road
Timonium, MD 21093
Baltimore County

Not to be recorded in
Land Records

Not subject to Recordation Tax:
Principal Amount is \$3,250,000.00

DATE: May 16, 1988

INDEMNITY FINANCING STATEMENT

- | | |
|-------------------------------------|---|
| 1. Debtor: | Address: |
| ADVENTURES IN
HOME BUILDING, LTD | Box 1071
Severna Park, Maryland 21146 |
| 2. Indemnitor: | Address: |
| GREEN TREE LAND COMPANY | Box 1071
Severna Park, Maryland 21146 |
| 3. Secured Party: | Address: |
| SIGNET BANK/MARYLAND | P. O. Box 1077
Baltimore, Maryland 21203 |

4. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate 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 buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

RECORD FEE 14.00

POSTAGE .50

RECORDED 077 004 115140

05/20/88

RMM

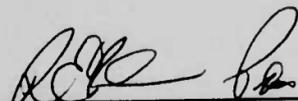
14-5

(d) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in an Indemnity Deed of Trust of even date herewith given 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, Maryland, 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.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real estate is that parcel, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

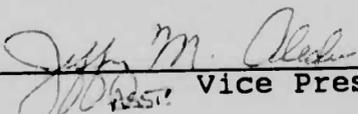
INDEMNITOR:

GREEN TREE LAND COMPANY

By: 
Richard E. Polm, Pres.

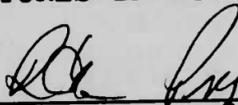
SECURED PARTY:

SIGNET BANK/MARYLAND

By: 
Jeffrey M. Oleski, Vice President

DEBTOR:

ADVENTURES IN HOME BUILDING, LTD.

By: 
Richard E. Polm, Pres.

AHIFS129.123 GI-1

SCHEDULE A

Legal Description

BEING KNOWN AND DESIGNATED as Lot Nos. 177B, 176B, 177A, 179A, 155B and 164B, all as shown on the Plats of "Queens Park, Section II-D", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 106, Pages 19 and 20.

RETURN TO:

James C. Praley, Esquire
Lessans and Tate
P.O. Box 1330
Glen Burnie, Maryland 21061
(87-677b)

272327

BOOK 527 PAGE 174

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) Grace, Raymond 1545 Farlow Avenue Crofton, MD 21114	2. Secured Party(ies) and address(es) Grandview Estates of New Jersey L.P. 405 Park Avenue New York, New York 10022	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 33.00 POSTAGE .50 #181290 0237 R02 T09:15 05/23/88 PHW
4. This financing statement covers the following types (or items) of property: See Schedule A attached hereto.		5. Assignee(s) of Secured Party and Address(es) AmSave Credit Corporation 1155 Avenue of the Americas New York, New York 10036

Amoy 8-C

NOT SUBJECT TO RECORDATION TAX

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

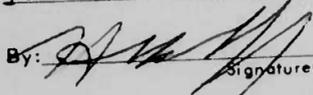
- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

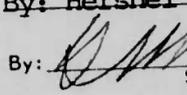
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: HLM/Grandview Estates Inc.
Attorney-In-Fact
By: Hershel Sosnoff, V.P./Secretary

Grandview Estates of New Jersey L.P.
By: HLM/Grandview Estates, Inc., G.P.
By: Hershel Sosnoff, V.P./Secretary

By:  Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

33.50

33.50

SCHEDULE A to UCC-1

Debtor: As stated in Box No. 1 of the attached
UCC-1 Financing Statement

Secured Party: Grandview Estates of New Jersey L.P.
405 Park Avenue
New York, New York 10022

Assignee: AmSave Credit Corporation
1155 Avenue of the Americas
New York, New York 10036

Collateral covered by this Financing Statement:

All of debtor's right, title and interest as a limited partner in and to the following (the "Collateral"):

(i) all of Debtor's interest in and to Grandview Estates of New Jersey L.P., a New Jersey limited partnership (the "Limited Partnership");

(ii) Debtor's divisible share of the proceeds of sale of property of the Limited Partnership; and

(iii) all other interests of the Debtor in the property of the Limited Partnership.

The Secured Party's security interests in and to the Collateral arises under that certain Security Agreement between the Debtor and the Secured Party dated as of 1/6, 1988.

GRANDVIEW ESTATES OF NEW JERSEY L.P.

Name: RAYMOND J. CRACE Investor No.: 1SECURITY AGREEMENT

Security Agreement between Grandview Estates of New Jersey L.P., a New Jersey limited partnership (herein referred to as the "Secured Party"), and the person executing this Agreement as the debtor (herein referred to as the "Debtor").

W I T N E S S E T H:

1. Debtor has subscribed for a limited partnership interest in the Secured Party. As partial payment for Debtor's limited partnership interest in the Secured Party, Debtor has executed a full recourse negotiable promissory note payable to the order of the Secured Party. All debts, liabilities and obligations evidenced by or arising under the promissory note referred to above or under such other promissory notes as may from time to time be issued by the Debtor to the Secured Party (or its assignee), including any extensions, renewals, refinancings or changes in form thereof, and all other debts, liabilities and obligations, direct or contingent owing from Debtor to the Secured Party (or to any assignee thereof) now existing or hereafter arising, are hereinafter referred to as the "Obligations". All notes heretofore and/or hereafter issued by Debtor to the Secured Party (or its assignee) in respect of the Obligations are hereinafter referred to as the "Notes".

2. As security for the Obligations, Debtor does hereby assign, grant and set over to the Secured Party, and agrees that the Secured Party shall have a security interest in, the following collateral (the "Collateral"): Debtor's limited partnership interest in the Secured Party, whether heretofore or hereafter acquired, including all of Debtor's rights and interests in the Secured Party and any successor partnership and all of Debtor's rights and interests in and under the limited partnership agreement (the "Partnership Agreement") of the Secured Party (as such agreement may be amended and/or amended and restated from time to time), and proceeds of any of the above.

3. At any time and from time to time, upon request of the Secured Party, Debtor will give, execute, file and/or record any notice, financing statement, continuation statement, instrument, document or agreement that the Secur-

ed Party may consider necessary or desirable to create, preserve, continue, perfect or validate any security interest granted hereunder or which the Secured Party may consider necessary or desirable to exercise or enforce its rights hereunder with respect to such security interest. Without limiting the generality of the foregoing, the Secured Party is authorized to file with respect to the Collateral one or more financing statements, continuation statements or other documents without the signature of Debtor and to name therein Debtor as debtor and the Secured Party as secured party; or, to correct or complete, or cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and the Secured Party as secured party.

4. Debtor represents and warrants that he owns all of the Collateral free and clear of all liens and encumbrances whatsoever. Debtor agrees that, except for the security interest granted hereunder, he will not encumber or grant a security interest in or file a financing statement covering the Collateral, or permit any of the foregoing, without the prior written consent of the Secured Party, and Debtor hereby represents and warrants that he has not heretofore done so.

5. Each of the following shall constitute an event of default ("Event of Default") hereunder: (a) if the Debtor shall default in the payment of any of the Obligations (including, without limitation, a late charge under any of the Notes) as and when due, which default shall continue for a period of 10 days; (b) the entry of a decree or order by the court having jurisdiction in the premises adjudging the Debtor a bankrupt or insolvent, or approving as properly filed a petition seeking arrangement, adjustment or composition of or in respect of the Debtor under the Federal Bankruptcy Act or any other applicable Federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Debtor, or of any substantial part of his property, and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; (c) the institution by the Debtor of proceedings to be adjudicated a bankrupt or insolvent, or the consent by him to the institution of bankruptcy or insolvency proceedings against him, or the filing by him of a petition seeking relief under the Federal Bankruptcy Act or any other applicable Federal or state law or the consent by him to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Debtor or of any substantial part of his property, or the making by him of a general assignment for the benefit of

creditors, or the admission by him in writing of his inability to pay his debts generally as they become due; (d) if any of the Collateral shall be attached or distrained at any time pursuant to any court order or other legal process and the continuance of such order or other legal process unstayed and in effect for a period of sixty (60) consecutive days; or (e) the making by Debtor of any material misrepresentation in or with respect to, or breach of any material provision of, this Agreement or any other agreement with the Security Party.

If any Event of Default shall occur, then the Secured Party shall have the option to declare all of the Obligations immediately due and payable in accordance with the terms thereof and the Secured Party may avail itself of all rights and remedies granted a secured party under the Uniform Commercial Code as in force in the State of New York, including, without limiting the generality of the foregoing, the right to sell, assign and deliver the Collateral, or any part thereof, at public or private sale in New York City or elsewhere as the Secured Party may determine in good faith and at such prices as the Secured Party may deem best. At any such sale the Secured Party shall have the right to purchase the Collateral, or any part thereof. At any such sale the Secured Party may, in its discretion, restrict the prospective bidders or purchasers to persons who will represent and warrant that they are acquiring the Collateral for their own account, for investment only and not with a view toward the resale or distribution thereof and who will make such further representations and warranties as the Secured Party may, in its discretion, deem necessary or desirable to assure the Secured Party that such prospective bidders or purchasers are, with respect to the applicable Federal and state securities laws and rules, suitable bidders or purchasers of such Collateral, which restrictions as to prospective bidders or purchasers the parties agree are commercially reasonable. The parties agree that written notice mailed to Debtor ten (10) business days prior to the date of public sale of the Collateral or ten (10) business days prior to the date after which private sale or any other disposition of the Collateral will be made shall constitute reasonable notice (all other notices, demands or advertisements of any kind being hereby expressly waived, except as otherwise provided herein), but notice given in any other reasonable manner or at any other reasonable time shall be sufficient. Debtor shall be liable for reasonable attorneys' fees and legal expenses incurred by the Secured Party in enforcing any of its rights or remedies under this Agreement and, without limiting the rights of the Secured Party, the proceeds of disposition may be applied, in the Secured Party's discretion, to payment of

such reasonable attorneys' fees and legal expenses. Debtor waives the right to trial by jury in any action or proceeding instituted against Debtor in respect of the Notes, any other Obligations or the enforcement of any rights granted to the Secured Party under this Agreement.

6. Failure of the Secured Party to exercise any right or remedy under this Agreement or any other agreement between the Secured Party and the Debtor, or otherwise, or delay by the Secured Party in exercising same, will not operate as a waiver thereof. No waiver by the Secured Party will be effective unless and until it is in writing and signed by the Secured Party. The Secured Party shall have no obligation to resort to the Collateral or any other security which is or may become available to it.

7. This Agreement, the Notes, any amendments or replacements hereof and thereof, and the legality, validity and performance of the terms hereof and thereof, shall be governed by and enforced, determined and construed in all respects in accordance with the internal laws of the State of New York (i.e., the laws other than those relating to conflict of laws rules) applicable to contracts, transactions and obligations entered into and to be performed in New York.

Debtor hereby agrees that any suit, action or proceeding with respect to this Agreement, the Notes, any amendments or any replacements hereof and thereof, and any transactions relating hereto and thereto may be brought in the state courts of, or the Federal courts in, the State of New York, and Debtor hereby irrevocably consents and submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding. Debtor agrees that service of process on Debtor in any such suit, action or proceeding may be made by registered or certified mail, postage prepaid to Debtor's address as set forth in the Partnership Agreement of the Secured Party, or to such other address furnished by notice given in accordance with Paragraph 8 of this Agreement. Debtor hereby waives, and agrees not to assert against the Secured Party, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts or that his property is exempt or immune from setoff, execution or attachment, either prior to judgment or in aid of execution, and (b) to the extent permitted by applicable law, any claim that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement, the Notes or any amend-

ments or any replacements hereof or thereof may not be enforced in or by such courts.

This Agreement and the rights, powers and duties set forth herein (including, without limitation, the rights and powers set forth in Paragraph 3 hereof) shall be binding upon Debtor, his heirs, representatives and assigns and shall inure to the benefit of the Secured Party, its successors and assigns (including, without limitation, any assignee of any of the Notes or any part thereof). In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provision hereof.

8. Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given when sent by certified or registered mail, addressed to the other party at the address of such party set forth in the Partnership Agreement of the Secured Party, or to such other address furnished by notice given in accordance with this Paragraph 8.

9. Debtor understands that, in connection with this Agreement, a consumer report may be required. Debtor further understands that, upon Debtor's request, Debtor will be informed whether or not such a report was requested and, if so, given the name and address of the reporting agency that furnished the report. Debtor hereby authorizes the Secured Party to obtain such other information as it may require concerning Debtor's financial condition, including without limitation, Debtor's employment history, and Debtor hereby further authorizes its credit association or bank to deliver any of said information to the Secured Party upon its request. Debtor represents that (i) the signature on all Notes and this Agreement is a genuine signature, (ii) the signer thereof was an appropriate person to sign such

GRANDVIEW ESTATES OF NEW JERSEY L.P.

Name: Raymond J. Grace Investor No.: _____

documents, and (iii) the signer thereof had full authority and legal capacity to sign such documents.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed this 6th day of JAN, 1988.

DEBTOR:

If an INDIVIDUAL or JOINT TENANCY or CO-TENANCY, complete the following:

Raymond J. Grace
Print name of individual or joint or co-tenant

Print name of second joint or co-tenant

Raymond J. Grace
Signature of individual or joint or co-tenant

Signature of second joint or co-tenant

If a PARTNERSHIP, CORPORATION, TRUST or OTHER ENTITY is the Purchaser, complete the following:

Print name of partnership, corporation, trust or entity

By: _____
Signature of authorized signatory

Print name of authorized signatory

Capacity of authorized signatory

SECURED PARTY:

GRANDVIEW ESTATES OF NEW JERSEY L.P.

By: HLM/GRANDVIEW ESTATES INC.,
General Partner

By: _____
Name:
Title:

272003

BOOK 527 PAGE 182

Debtor or Assignor Form

FINANCING STATEMENT

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

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

Name of Debtor

Address

Vincenti's, Inc. T/A Perry's

73 Annapolis Mall
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):

All equipment and inventory now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such equipment and inventory.

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

3. Proceeds } of the collateral are also specifically covered.
 Products }

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

Debtor (or Assignor)
Vincenti's, Inc. T/A Perry's

By: Perry Campanaris, President

By: Patricia Campanaris, Vice Pres.

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

RECORD FEE 12.00

POSTAGE .50

#269460 0055 R01 T12133

05/23/88

RAM

BY [Signature]

Frank T. Lowman, III
Senior Vice President

Type or print names under signatures

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

272300

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. **DEBTOR:** ROBERT A. PASCAL
364 White Cedar Lane
Severna Park, Maryland 21146
- 2. **SECURED PARTY:** THE FIRST NATIONAL BANK OF MARYLAND
110 South Paca Street, 9th Floor
Baltimore, Maryland 21201
Attention: Mr. Chauncey Brooks III
Assistant Vice President

RECORD FEE 17.00
POSTAGE .50
0345 001 714144
05/23/98
RAM

- 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

17
50

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 Anne Arundel County, Maryland from the Debtors 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 Page 4 page(s).
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:


ROBERT A. PASCAL (SEAL)

Date: April 29, 1988

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Mr. Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LAC) _____

KFK/7337.FS

EXHIBIT A

Beginning for the same at an iron pipe now set at the intersection of the westmost side of the southbound lane of Crain Highway, as laid out 120.0 feet wide, and the second or North 89 1/4° West 1092.0 foot line of the whole tract, of which the land hereby described is a part, and running thence with the said line, as now surveyed, North 86° 47' West 595.25 feet to a stone heretofore set at the end of the said line; thence continuing with the outline of the said whole tract, North 54° 36' East 259.36 feet to a stone heretofore set; thence still continuing with the outline of the whole tract, South 83° 12' East 374.89 feet to an iron pipe set on the westmost side of the aforementioned southbound lane of Crain Highway; thence running with westmost side of the said southbound lane, by a curve bearing to the right with a radius of 17,135.74 feet to a point distant South 04° 20' West 138.30 feet, the place of beginning. Containing 1.687 acres of land, more or less.

Saving and Excepting to the conveyance to the State Road Administration in Liber HES 4483 folio 22.

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.
Date &
Hour

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

HOWARD T. ROBINSON ENTERPRISES, INC.		2111 Wilson Blvd Suite 700	Arlington, Va	22207
--------------------------------------	--	----------------------------	---------------	-------

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

SOVRAN BANK/DC NATIONAL	1801 K Street, NW	Washington, DC	20006	
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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 THIS REFERENCE.

RECORD FEE 11.00
 POSTAGE .50
 #182120 C237 R02 T14:55
 05/23/88

RMM

SOVRAN BANK/DC NATIONAL
1801 K Street, NW
Washington, DC 20006

RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Debtor (s) or assignor (s)

HOWARD T. ROBINSON ENTERPRISES, INC.

BY: Howard T. Robinson

Howard T. Robinson, President

(Type or print name under signature)

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

BY: Mari L. Turvey

Signature of Secured Party or Assignee

Mari L. Turvey, Assistant Vice President

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

11.00

6717

11.00

SCHEDULE "A"

Financing Statement

DEBTOR: HOWARD T. ROBINSON ENTERPRISES, INC.

Description of Debtor's Collateral:

(a) Inventory Collateral. All of the Debtor's present and future Inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

(b) Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory (collectively "Receivables").

Debtor's Initial: HTROfficer's Initial: HT

272331

To Be Recorded In The Land
Records And In The Chattel
Records of Anne Arundel
County, Maryland And Among
The Financing Statement
Records Of The State
Department of Assessments
And Taxation.

Subject To Recording Tax Of
On Principal Amount Of
\$154,000.00 Which Was Paid
To The Clerk Of The Circuit
Court Of Anne Arundel County
Upon The Filing Of An
Indemnity Second Deed Of
Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

PAGE TWO, INC. *etc et al*
T/A FRANKLIN PRINTING AND OFFICE
SUPPLIES *etc et al*
T/A FRANKLIN'S *etc et al*
T/A FRANKLIN'S ANNAPOLIS *etc et al*
GLENN L. MYERS *etc et al*
AUDREY W. MYERS *etc et al*
163-6 Jennifer Road
Annapolis, Maryland 21401

RECORD FEE 26.00

POSTAGE .50

#17300 C257 R04 715111

05/03/88

ADDITIONAL ADDRESS OF THE DEBTOR:

3336 Leritz Lane
Edgewater, Maryland 21037

RAM

2. SECURED PARTY:

SIGNET BANK/MARYLAND
Metropolitan Banking Division, 0440102
511 Crain Highway, S.E.
Glen Burnie, Maryland 21061
Attention: Mr. Ross L. Brown,
Assistant Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

- a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to all of the collateral described on Exhibit A attached hereto and made a part hereof and the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all

26.50

accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:

- (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
- (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located at or on the hereafter described Real Property;
- (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter,

- "Inventory") including, but not limited to, all consigned Inventory;
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software located at or on the hereafter described Real Property;
 - (xi) General Intangibles in the form of goodwill;
 - (xii) Some or all of the herein described assets of the Debtor may be located on or at the Real Property located at 167 Jennifer Road, Annapolis, Maryland 21401. The record owner of the Real Property is Crow-Annapolis Limited Partnership; and
 - (xiii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any

balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

PAGE TWO, INC.,
A Maryland Corporation

By: *Glenn L. Myers* (SEAL)
Glenn L. Myers,
President

Glenn L. Myers (SEAL)
GLENN L. MYERS

Audrey W. Myers (SEAL)
AUDREY W. MYERS

May 11, 1988

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.: (BRL) 6964

EXHIBIT A

	<u>Serial No.</u>
AB Dick Model 9850 Offset Press	3779
Spray Attachment for Offset Press	1187/8467
Itek Model 430 Camera/Platemaker	5275/3979
Profold Model V Folder	600-236
Challenge Power Cutter	PC 1905
Lincoln Paper Drill	69614
Salco 101E Electric Stapler	33883
HOP Model 210 Punch/Bind Machine	7606634
Cavalier Cordless Rapid Sealer II	2155
Casio Model 3508 Cash Register	6203050
Towsend T-51 2nd Color Attachment	—
Compaq Deskpro 286	4744AM181947
Apple Macintosh SE	F7526BXMS011
Apple LaserWriter II NT	CA744105RM6000
Xerox 1025 Copier	K01-218394

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)

Taylor, Donald S.
1638 Eton Way
Crofton, MD 21114

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

Berkeley Federal Savings &
Loan
21 Bleeker Street.
Millburn, N.J.

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#133860 CT77 804 T09120

4. This statement refers to original Financing Statement bearing File No. 246453

Filed with Anne Arundel Co.

Date Filed 3/8

19 83

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

ARM
08/11/83

No. of additional Sheets presented:

BERKELEY FEDERAL SAVINGS & LOAN

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

272306

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Sutphin, Alvin A. & Sutphin, Mayola T/A
State Wide Septic Service
Address 3257 Beards Point Road Davidsonville, MD 21035

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

"All 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)

Alvin A. Sutphin & Mayola Sutphin T/A
State Wide Septic Service
See attached for original signature
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1950

Credit Alliance Corporation

(Signature of Secured Party)

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

RECORD FEE 19.00
POSTAGE .50
#133890 CTT7 R04 T09121
05/24/88

CONDITIONAL SALE CONTRACT NOTE Alvin A. Sutphin & Mayola

TO: Baldwin Service Center, Inc. (Seller) Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller)

FROM: Sutphin T/A State Wide Septic Service (Buyer) 3257 Beards Point Road Davidsonville, MD 21035 (Address of Buyer)

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) New Case Uniloader Model 1835C with D100 Backhoe 60" dirt bucket, 20" backhoe bucket, ROPS S/N 17940231

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$19,950.00), DOWN PAYMENT in Cash (\$2,500.00), DOWN PAYMENT in Goods* (Trade-in Allowance) (\$-0-), UNPAID BALANCE [Items (1)-(2)-(3)] (\$17,450.00), INSURANCE and other Benefits (\$-0-), OFFICIAL or DOCUMENTARY FEES (\$150.00), PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] (\$17,600.00), FINANCE CHARGE (Time Price Differential) (\$3,296.20), CONTRACT PRICE (Time Balance) [Items (7)+(8)] (\$20,896.20), TIME SALES PRICE [Items (2)+(3)+(9)] (\$23,396.20)

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 3257 Beards Point Road Davidsonville Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty thousand eight hundred ninety six and 20/100 Dollars (\$ 20,896.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 17th day of June, 1988, and continuing on the same date each month thereafter until paid; the

first 35 installments each being in the amount of \$ 580.45 and the final installment being in the amount of \$ 580.45 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

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

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

Date: April 26 1988 Accepted: Baldwin Service Center, Inc. (SEAL) (Print Name of Seller Here)

By: Robert L. Calderon, Chm. Bd. (Witness as to Buyer's and Co-Maker's Signature)

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

BUYER(S)-MAKER(S): Alvin A. Sutphin & Mayola Sutphin T/A (SEAL) State Wide Septic Service (Print Name of Buyer-Maker Here)

By: Alvin A. Sutphin (SEAL) Co-Buyer-Maker: Alvin A. Sutphin, owner (Print Name of Co-Buyer-Maker Here)

By: Mayola S. Sutphin mayola Sutphin, owner

This instrument prepared by

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



INITIAL
HERE
527 PAGE 19
INITIAL
HERE
INITIAL
HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of the 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 it advisable~~, 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 and confer judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses, and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or execution laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.~~

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies 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 acceptancy hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19_____

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

ASSIGNMENT

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

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 26, 1988

between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee,
Alvin A. Sutphin & Mayola Sutphin T/A State Wide Septic Service
 and 3257 Beards Point Road Davidsonville, MD 21035
 (Name) (Address)

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title 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, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

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

hereby is \$ 20,896.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

26th day of April, 1988

Baldwin Service Center, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: Shada L. Baldwin
Chm. of Board

(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.)

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) Lord, Paul J. & Jolyne D. 2722 Cedar Drive Riva, MD 21140	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane highway Wethersfield, Ct.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) <i>RAM</i> RECORD FEE 10.00 POSTAGE .30 JUL 20 11 31 AM '85
4. This statement refers to original Financing Statement bearing File No. <u>257365</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>7/19</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. <i>05/24/88</i> 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

5/17/88

No. of additional Sheets presented: _____

SOCIETY FOR SAVINGS

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

By: *Christina L. Perry* Signature(s) of Secured Party(ies)

STATE OF MARYLAND

BOOK 527 PAGE 200

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268822

RECORDED IN LIBER 515 FOLIO 193 ON 7-21-87 (DATE)

1. DEBTOR

Name ADVANCE RENTAL, INC.
Address 1515 Forest Drive, Annapolis, MD

RECORD FEE 10.00
POSTAGE .50
#133550 0777 804 109125
05/24/88

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1101 Kennedy Rd. Suite 112 P.O.Box 68 Windsor, CT 06095

RAM

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 name: Borg-Warner Acceptance ~~Corp~~ Corporation has been changed to: TRANSAMERICA COMMERCIAL FINANCE CORPORATION

Dated May 18, 1988

Cynthia R Pastula
(Signature of Secured Party)
Cynthia Pastula Credit & Collections Mgr.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 527 PAGE 201

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

272907

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

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

This financing statement Dated 4/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Whorton Seafood, Inc.

Address 7901 Oceano Avenue, Jessup, MD 20794

2. SECURED PARTY

Name EFR Financial Services, Inc.

Address Suite 729, Benjamin Fox Pavilion, Jenkintown, PA 19046

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

3. Maturity date of obligation (if any) _____

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

"A FIRST PRIORITY SECURITY INTEREST IN:"

1 - Altos 1000 - 1409 T Computer

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

#134000 DT77 208 108128

05/24/88

RMM

CHECK THE LINES WHICH APPLY

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

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

Whorton Seafood, Inc.

Type or Print Above Name on Above Line

John F. Miller

(Signature of Debtor)

JOHN F. MILLER

Type or Print Above Signature on Above Line

Susan M. Gibson

(Signature of Secured Party)

EFR Financial Services, Inc.

Type or Print Above Signature on Above Line

11

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 202
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.

272333

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

1. ~~DEBTOR~~ Lessee:

Name C and K Deli, Inc. T/A Executive Concessions
Address 4901 Belgrove Rd., Baltimore, MD 21225

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

RETURN TO

Person And Address To Whom Statement Is To Be Returned 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) Electrofreeze Soft Serve Machine
#30TNCAB

→ P. CT 845

Name and address of Assignee
Continental Bank
16th & Locust Streets
3rd Floor
Philadelphia, PA 19102

TOTAL RECEIVABLE: \$ 14,472.00

RECORD TAX 101.50
#134070 C777 R04 109135
RUM 03/24/88

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)

Michael Wagner
(Signature of Debtor)
Michael Wagner, President
C and K Deli, Inc., T/A Executive Concessions
Type or Print Above Name on Above Line

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

Sandy Haggerty Asst. Secy.
(Signature of Secured Party)
Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

12 10/50 80

272333

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)
Cantor, Leonard, D.D.S.
1509 Ritchie Highway
Arnold, MD 21212

2. Secured Party(ies) and address(es)
A.B.L.E. LEASING, INC.
145 W. Lynford Road
Richboro, PA 18954

3. Maturity date (if any):
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:

LEASED BY SECURED PARTY TO DEBTOR:

- 1 Royal Series I, Chair S/N#111646
- 1 Royal Series I, Stool S/N#18932
- 1 Faro Dental Light, Chair Mounted S/N#21642
- 1 AMPCO Trimline Doctor's Unit #4100 S/N#SN192
- 1 AMPCO #GF3060 Cuspidor S/N#SN192

LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT.

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

Frankford Trust Company
601 Dresher Rd.
Horsham, PA 19044
L#5007C

10/24/08
RDM

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:

Leonard Cantor, D.D.S.

A.B.L.E. LEASING, INC

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetic

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

272910

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)
SEE SCHEDULE OF DEBTORS
ATTACHED AS SCHEDULE "A"
Addresses included on
Schedule "A"

2 Secured Party(ies) and address(es)
SEE SCHEDULE OF SECURED PARTIES
ATTACHED AS SCHEDULE "B"
Addresses included on
Schedule "B"

3 Maturity date (if any)

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

RECORD FEE 24.00

POSTAGE .50

#174130 0717 604 TOP139

05/24/88

4 This financing statement covers the following types (or items) of property:
All inventory and goods currently held or acquired for sale
or lease by the Debtors in their warehouses (as listed on
Schedule "C" attached), retail stores (as listed on
Schedule "C" attached), trucks, docks, or otherwise in
control of the Debtors.

5 ASSIGNEE OF SECURED PARTY *RAM*

NONE

6 Complete only when filing with Judge of Probate:

The initial indebtedness secured by the financing statement is \$ _____

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 4

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

SEE SIGNATURES OF DEBTORS ATTACHED
ON SCHEDULE "A"

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

By: _____
Signature of Secured Party

(STANDARD)

(1) FILING OFFICER COPY ALPHABETICAL

SCHEDULE A

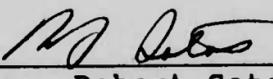
To that certain Financing Statement among GREENBELT COOPERATIVE, INC.; SCAN, INC.; SCAN CHICAGO, INC.; and ROCHDALE COOPERATIVE, INCORPORATED, as Debtors, and J.E. EKORNES A/S; ERVI MOBILER A/S; A/S HUNDEVAD & CO.; JESPERSEN FURNITURE INTERN.; JESPER INTERIORS; A/S J.L. MOLLERS MOBELFABRIK; VINDE MOBELFABRIK A/S; NORDISK ANDELS-EKSPORT A/S; SKOVBY MOBELFABRIK A/S; VEJLE-STOLE-OG MOBELFABRIK A/S; O.D. MOBILER A/S; and SCANDINAVIAN WOODWORKS CO. PTE. LTD., as Secured Parties.

The Debtors for this Financing Statement, their addresses, their Federal Tax I.D. numbers and their original signatures are as follows:

GREENBELT COOPERATIVE, INC.
Federal Tax I.D. Number 520337005
8679 Greenwood Place
Savage, Maryland 20763

By: 
Name: Robert Satake
Title: President

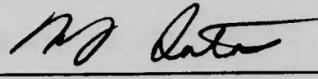
SCAN, INC.
Federal Tax I.D. Number 520806508
8679 Greenwood Place
Savage, Maryland 20763

By: 
Name: Robert Satake
Title: President

SCAN CHICAGO, INC.
Federal Tax I.D. Number 521321480
8679 Greenwood Place
Savage, Maryland 20763

By: 
Name: Robert Satake
Title: President

ROCHDALE COOPERATIVE,
INCORPORATED
Federal Tax I.D. Number 530208809
8679 Greenwood Place
Savage, Maryland 20763

By: 
Name: Robert Satake
Title: President

2286C (DC)
00060 (NY)

SCHEDULE B

BOOK 527 PAGE 200

To that certain Financing Statement among GREENBELT COOPERATIVE, INC.; SCAN, INC.; SCAN CHICAGO, INC.; and ROCHDALE COOPERATIVE, INCORPORATED, as Debtors, and J.E. EKORNES A/S; ERVI MOBILER A/S; A/S HUNDEVAD & CO.; JESPERSEN FURNITURE INTERN.; JESPER INTERIORS; A/S J.L. MOLLERS MOBELFABRIK; VINDE MOBELFABRIK A/S; NORDISK ANDELS-EKSPORT A/S; SKOVBY MOBELFABRIK A/S; VEJLE-STOLE-OG MOBELFABRIK A/S; O.D. MOBILER A/S; and SCANDINAVIAN WOODWORKS CO. PTE. LTD., as Secured Parties.

The Secured Parties for this Financing Statement and their addresses are as follows:

J.E. EKORNES A/S
3100 Woodbridge Avenue
Edison, N.J. 08831

ERVI MOBILER A/S
Thrigesvej 6
8600 Silkeborg
Denmark

A/S HUNDEVAD & CO.
Thorstedvej 4 -8
6990 Ulfborg
Denmark

JESPERSEN FURNITURE INTERN.
Nydamsvej 4
8362 Horning
Denmark

JESPER INTERIORS
Nydamsvej 4
8362 Horning
Denmark

A/S J.L. MOLLERS MOBELFABRIK
Oddervej 202
8270 Hojbjerg
Denmark

VINDE MOBELFABRIK A/S
Bakkebraget 40
7800 Skive
Denmark

NORDISK ANDELS-EKSPORT A/S
Jernbanegade 4
1608 Kobenhavn V
Denmark

SKOVBY MOBELFABRIK A/S
8464 Galten
Denmark

VEJLE-STOLE-OG MOBELFABRIK A/S
Hover
7100 Vejle
Denmark

O.D. MOBILER A/S
7861 Balling
Oddense
Denmark

SCANDINAVIAN WOODWORKS CO.
PTE. LTD.
34 Penjuru Lane
Singapore 2260
Singapore

2287C (DC)
00070 (NY)

SCHEDULE C

To that certain Financing Statement among GREENBELT COOPERATIVE, INC.; SCAN, INC.; SCAN CHICAGO, INC.; and ROCHDALE COOPERATIVE, INCORPORATED, as Debtors, and J.E. EKORNES A/S; ERVI MOBILER A/S; A/S HUNDEVAD & CO.; JESPERSEN FURNITURE INTERN.; JESPER INTERIORS; A/S J.L. MOLLERS MOBELFABRIK; VINDE MOBELFABRIK A/S; NORDISK ANDELS-EKSPORT A/S; SKOVBY MOBELFABRIK A/S; VEJLE-STOLE-OG MOBELFABRIK A/S; O.D. MOBILER A/S; and SCANDINAVIAN WOODWORKS CO. PTE. LTD., as Secured Parties.

The addresses of the Debtors' warehouses and retail stores are as follows:

372 Elden Street, Herndon Centre
Herndon, Virginia 22070

150 L Jennifer Road, Annapolis Plaza
Annapolis, Maryland 21401

9616 Reisterstown Road
Owings Mills, Maryland 21117

1407 York Road
Lutherville, Maryland 21093

3222 M Street, NW
Georgetown Park SCAN
Washington, DC 20007

34 Market Place, Suite 320
Baltimore, Maryland 21202

701 Russell Avenue, Lakeforest Mall
Gaithersburg, Maryland 20760

6362 Old Keene Mill Road
Springfield Plaza II
Springfield, Virginia 22150

13701 Georgia Avenue
Silver Spring, Maryland 20906

10300 Patuxent Parkway, Columbia Mall
Columbia, Maryland 21044

7409 Greenbelt Road
Greenway Shopping Center
Greenbelt, Maryland 20770

203 Newmarket North Mall
Hampton, Virginia 23605

190 Janaf Plaza
Norfolk, Virginia 23502

7311 Arlington Boulevard
Loehmann's Plaza
Falls Church, Virginia 22042

8679 Greenwood Place
Savage, Maryland 20763

5201 South Harper Avenue
Chicago, Illinois 60615

1243 East Golf Road
Schaumburg, Illinois 60195

121 Centerway Road
Greenbelt, Maryland 20770

11111 Georgia Avenue
Wheaton, Maryland 20904

2290C (DC)
0005o (NY)

2723 11

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)

KEIRSEY, III BERNARD G.
KEIRSEY DEBRA L.
6523 NEW CUT ROAD
SEVERN MD 21144

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

LORD CALVERT MH SALES, INC
RT. 5, BOX 433
LEXINGTON PARK, MD 20653

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

RECORD FEE 12.00
POSTAGE .30

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

1988 FLEETWOOD HIGHLAND PARK 28 X 60
SERIAL # 4112 AND INCLUDING ALL FURNITURE, FIXTURES,
APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT

Products of the Collateral are also covered

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

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BOULEVARD SUITE 245
WOODBRIDGE, VA 22194

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.)

RHM

8. Describe Real Estate Here:

2.05 acres Deed Book 1685 page 1

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

9. Name of a Record Owner

No. & Street Town or City County Anne Arundel 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).

KEIRSEY, III BERNARD G.

KEIRSEY, DEBRA L.

LORD CALVERT MH SALES, INC

By *Bernard H. Keirsey III*
Signature(s) of Debtor(s)

Debra H. Keirsey
Signature(s) of Debtor(s)

By *D.C. Lyons*
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83)

(1) FILING OFFICER COPY—NUMERICAL

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

2729 12

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es)	2 Secured Party(ies) Name(s) and Address(es)	4 For Filing Officer Date, Time No. Filing Office	
MONN KEITH B. KNAB MARIE 7959 TELEGRAPH RD LOT 109 SEVERN MD 21144	CHESAPEAKE MOBILE HOMES, INC. 10039 N SECOND AVE LAUREL, MD 20707	RECORD FEE 12.00 POSTAGE 50	
5. This Financing Statement covers the following types (or items) of property		6 Assignee(s) of Secured Party and Address(es):	
1988 HOLLY PARK SERIAL # 10801 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194	
<input checked="" type="checkbox"/> Products of the Collateral are also covered		<input type="checkbox"/> The described crops are growing or to be grown on. <input checked="" type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the fike (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	
No & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box). <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
MONN KEITH B. <i>Keith B. Mon</i> KNAB MARIE & <i>Marie Knab</i>		CHESAPEAKE MOBILE HOMES, INC.	
By <i>Keith B. Mon & Marie Knab</i> Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(3/83)	(1) FILING OFFICER COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved By Secretary of Commonwealth of Pennsylvania		

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 527 PAGE 211 272313

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 S & J Contracting

Address 1590 Wall Drive, Pasadena, MD 21122 (AA Co.)

2. SECURED PARTY

Name State Equipment, Div. Secorp Nationla, 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) U/R Dresser TD 8E C/Dozer SN 9709

Name and address of Assignee FEE 11 00 #134180 C777 R04 10/14/88

POSTAGE .30

#134180 C777 R04 10/14/88

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

S & J Contracting

Robert S. Smith (Signature of Debtor)

ROBERT S. SMITH, PRES (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin (Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

RHM

118

STATE OF MARYLAND

BOOK 527 PAGE 212

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271168

RECORDED IN LIBER 521 FOLIO 194 ON 12-23-87 (DATE)

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, MD 21227

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>
<p style="text-align: center;">One (1) Liebherr Model A 912 SN 1166 w/Rammer #800HD Hammer and Blunt Point</p>	

RECORD FEE 10.00
POSTAGE .50
#134170 4777 004 TOP441
05/24/88

RAM

State Eq., Div. Secorp National, Inc.

Dated May 19, 1988 *1500*

Joan M. Pressimone
(Signature of Secured Party)
Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 2775 11

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

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 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 R & D Equipment Sales, Inc.

Address 510 Ridge Road Annapolis, MD 21041

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

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 31.50
POSTAGE .50
#174190 CTTT R04 T09142
05/24/88

CHECK THE LINES WHICH APPLY

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

RECORD TAX 283.50
#174200 CTTT R04 T09143

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

05/24/88
RAM

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R & D Equipment Sales, 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

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

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

17-
3150
50

*Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc., successor by merger.

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

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

BOOK 527 PAGE 214
by and between

THIS MORTGAGE made the 12th day of May 1988

R & D Equipment Sales, Inc., having its principal place of business at
510 Ridge Road Annapolis, MD 21041

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity whether by acceleration or otherwise, at the rate of 1/15 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 liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

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

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

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

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

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

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

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee 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 Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

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

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

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

ATTEST: R & D Equipment Sales, Inc. (Seal)
Mortgagor
Donald E. Willson Pres. (Title)
Secretary

STATE OF Maryland }
COUNTY OF Anne Arundel } SS:

Donald E. Willson being duly sworn, deposes and says:

- 1. He is the president of R & D Equipment Sales, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (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____

Donald E. Willson

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 name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ R & D Equipment Sales, 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

(Notarial Seal)

NOTARY PUBLIC CA-1 (7-77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 12, 1988 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Grove Rough Terrain Hydraulic Crane	RT18	46467
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

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

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

First Interstate Credit Alliance, Inc.

R & D Equipment Sales, Inc.

By: _____

By: DAVE WILLIS

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)
Beheydt, Harlan F. & Marjorie
4009 Foreston Road
Beltsville, MD 20705

2. Secured Party(ies) and address(es)
Berkeley Federal Savings & Loan
21 Bleeker Street
Millburn, N.J.

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

RECORD FEE 10.00
POSTAGE .50
#134220 0777 404 TOR146
08/31/83

4. This statement refers to original Financing Statement bearing File No. 248836 Liber 465 Pg305
Filed with Anne Arundel Co. Date Filed 8/31 19 83

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

No. of additional Sheets presented:

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

BERKELEY FEDERAL SAVINGS & LOAN
By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM 1003

(1) Filing Officer Copy - Alphabetical

511710

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482 Page No. 70
Identification No. 255389 Dated January 28, 1985

1. Debtor(s) { Brown Maryland Motor, Inc. T/A Brown's Toyota City
Name or Names - Print or Type
7167 North Ritchie Highway Glen Burnie, MD 21061
Address - Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names - Print or Type
P.O. Box 1596 Baltimore, MD 21203
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#134280 0777 004 109100
05/24/88

RJM

Dated: May 17, 1988

The First National Bank of Maryland
Yvonne M. Barcroft

(Name of Secured Party)
Yvonne M. Barcroft
(Signature of Secured Party)
Loan Accounting Officer
Type or Print (Include Title if Company)

15.50

482 70

Assignee Form

FINANCING STATEMENT

Subject to Recordation Tax
Subject to Recordation Tax: Principal
Amount is \$ 34,000.00

To Be Recorded in Land Records (For
Pictures only).

Name of Debtor

Brown Maryland Motor, Inc. T/A
Brown's Toyota City

Address

7167 North Ritchie Highway
Glen Burnie, Maryland, 21061

11.00
RECORD FEE
JUN 28 1965
10:40
1001 1004

SECURED PARTY (OR ASSIGNEE)

First National Bank Of MarylandAddress: 83 Forest Plaza, Annapolis, Md.
21401

Attach separate
Schedule if necessary

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

The property, herein called "Equipment", which is described below and in any separate
schedule at any time delivered by Borrower to Bank, including all improvements and
accessions thereto and all spare parts, tools, accessories and attachments now
owned or hereafter acquired in connection therewith, and any maintenance agreements
applicable thereto. The following Display Data Corporation equipment: 128K
Central Processing Unit SSN 2527; Winchester drive-30MB SN 120667, 30 IPS Tape Drive
SN012068 2613 Board/Kit, 2510 Board/Kit SN13159, Detachable CRT SN 2078, See
Attachment A.

2. The collateral party 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.

1965 JUN 28 AM 11:14
E. J. HULLISON
RECORDS

Debtor (or Assignor)

Brown Maryland Motor, Inc. T/A Brown
Toyota City

By: *[Signature]*

Edward K. Drieband, President

Secured Party (or Assignee)

First National Bank Of Maryland

BY *[Signature]*
Margaret R. Anderson, Loan Officer

FD-502 (2-6-64)

Type or print names under signatures

1100
50

BOOK 527 PAGE 220

2723 16

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)

ALVIN A. BROWN
805 BROOKE CT. #B NEWTOWN DR.
ANNAPOLIS, MARYLAND 21401

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 .39

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

1988 WESTERN STAR 4964-2 SER. # 2WLPCCJF3JK921720

1988 R/S DUMP BODY SER. # 88010052

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 1340745

1340,745-11

ALVIN A. BROWN

FOR WASHINGTON FREIGHTLINER, INC

By:

Alvin Brown

Signature(s) of Debtor(s)

By:

[Signature]

Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80

1150

RECORD FEE 10.00
POSTAGE .50
M134400 CITY R04 100157
05/24/88
[Signature]

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... May 19 19 88

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 230912 in Office of W. Garrett Larrimore (Country and State)
(Filing Officer)

Debtor or Debtors (Name and Address)
May Showell
912 Druid Hill Ave.
Pasadena, Md 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party
By *[Signature]*
Pam Maddox (Acting Manager)
Office Manager

251

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 222

Identifying File No. 2723 17

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 2, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TSA Corporation
Address 796 Cool Glade Court, Millersville, Md. 21108

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P. O. Drawer 70, 101 Crain Highway, S. E., 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 inventory, equipment, instruments, documents, chattel paper, other rights to payment, general intangibles and all assets of the corporation.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TSA Corporation

(Signature of Debtor)

By: Gershon/Hoffer, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

(Signature of Secured Party)

BY: Stephen G. Boyd, Senior Vice President

Type or Print Above Signature on Above Line

Handwritten initials: 12/50

TO BE
 NOT TO BE

RECORDED IN
FINANCING STATEMENT

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 2723.13

FINANCING STATEMENT

BOOK 527 PAGE 223

BAY NATIONAL BANK
Name or Names - Print or Type

2661 RIVA RD ANNAPOLIS MD 21401
Address - Street No. City County State Zip Code

1. Debtors(s):

Name or Names - Print or Type

Address - Street No. City County State Zip Code

ADVANCE BUSINESS SYSTEMS AND SUPPLY COMPANY
Name or Names - Print or Type

2. Secured Party:

10755 York Road Cockeysville Baltimore MD 21030-2114
Address - Street No. City County State Zip Code

3. This Financing Statement covers the following types of property: (Describe - attach ³⁰⁹¹ separate list if necessary). 1EA M4702 LAMP 1656405 S-20 11116518 T-1 3470

L# 2437

F-15 6182074
A-15 6171245

Custom CABINET

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral X are ___ are not covered.

7. Products of collateral ___ are X are not covered.

RECORD FEE 11.00

#134900 DT77 R04 110103

03/24/98

RHM

DEBTOR(S):

(X) *Charlotte A. Hall*
(Signature of Debtor) TITLE

(X) Charlotte A. Hall, V.P. & Cashier
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

ABSSCO ENTERPRISES INC.

By:

(Signature of Secured Party)

ALAN I. ELKIN, President
Type or Print (Include title if company)

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

Name and Address:

1100

105-22

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

272519

BOOK 527 UCC-1 PAGE 224

- 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 Ave., Linthicum Heights, Md. 21090
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corp.
(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:

Two-Used Atlas Copco Air Compressors S/N's 19534 and 19548

RECORD FEE 11.00
 POSTAGE .50
 #134620 C777 R04 T1010
 RHM 05/24/80

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

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

DEBTOR(S):
Jim's Air Tools & Equipment of Baltimore, Inc.
 By: James W. Goode, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corp.
 By: Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Secured Party

11/20

272350

BOOK

527 PAGE 225

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 \$ 12,000.00

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

This financing statement Dated November 16, 1987, is presented to a filing officer for filing pursuant to the SUBJECT TO RECORDATION TAX IN ANNE ARUNDEL CO Uniform Commercial Code. \$60.00

1. DEBTOR

Name Betty Brite Cleaners

Address 157 I Ritchie Hgwy Severna Park, Md. 21146

2. SECURED PARTY

Name Clifton Trust Bank

Address 10112 York Road Cockeysville, Md. 21030

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

3. Maturity date of obligation (if any) November 16, 1990

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

one unipress CSB buck s/n:8714234

RECORD FEE 11.00

RECORD TAX 84.00

POSTAGE .00

#134640 CTTT R04 110110

05/24/88

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)

AMH

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

(Proceeds of collateral are also covered) and any insurance thereon

(Products of collateral are also covered)

Chong So Yi
(Signature of Debtor)

Chong So Yi
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Clifton Trust Bank by:

Susan Henderson
(Signature of Secured Party)

Susan Henderson, Vice President
Type or Print Above Name on Above Line

11-84-50

COPY FOR FILING OFFICER

Anne Arundel County

FINANCING STATEMENT

(~~CANCELED~~ - 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 } Liber 505 Folio 498 File No. 264955
 Financing Statement

Date of Financing Statement December 3, 1986

NAME	ADDRESS		
1. Debtor(s) (or assignor(s))	No.	Street	City State
Glen Burnie Sparks, Inc. and Howard M. Wilner Wilner, Karen G. Wilner, Dr. Bernard D. Eisenbert, Sondra F. Eisenberg			
Glen Burnie, Maryland 21061			
2. Secured Party (or assignee)			
SOVRAN BANK / MARYLAND	6610	Rockledge Drive	Bethesda, Maryland 20817

CHECK THE LINES WHICH APPLY

- 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 1.00
RECORD FEE 9.00
POSTAGE .50
#13-650 CITY RG4 F10110
(5/24/88)

- 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:

RAM

Dated: April 29, 19 88

15.50

Secured Party:

SOVRAN BANK / MARYLAND

By: *Alfred E. Smith*

Type Name Alfred E. Smith

Title Assistant Vice President

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 227

Identifying File No. 272953

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 A.B. Kelley Corporation

Address 3850 Chaneyville Road, Owings, MD 20754

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Highway, 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) MITA Model 4085 Copier-Sorter & Stand, S/N 36008869, Copier, S/N 37004437, Sorter
- One (1) Diconix 150
- One (1) Cable
- Two (2) In Jet
- Ten (10) DS/DD
- One (1) Cleaning Kit
- One (1) Floppy Link
- One (1) Toshiba T1200

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#134670 DT77 006 1/10/11

CHECK THE LINES WHICH APPLY

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

05/25/88
RAM

EQUIPMENT IS LEASED
NOT SUBJECT TO RECORDATION TAX.

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

[Signature]
(Signature of Debtor)

A.B. Kelley President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

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

11/80

#C392 A.A.C

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 527 PAGE 228
Identifying File No. 272353

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Bello Machre, Inc.

Address 7765 Freetown Rd., Glen Burnie, MD 21061

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)

Two (2) 48,000 BTU Heil heat pumps with 20 KW strip heat, including Honeywell thermostats, Two (2) attic fans, register with dampers and all supply lines. Also humidifiers.

Name and address of Assignee

RECORD FEE 1.10

POSTAGE .30

EL34680 CTTT 004 110411

CHECK THE LINES WHICH APPLY

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

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

EQUIPMENT IS LEASED.
NOT SUBJECT TO RECORDATION TAX.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Stanley Zweback
(Signature of Debtor)

Dr. Stanley Zweback, President

Type or Print Above Name on Above Line

Stan Zweback
(Signature of Debtor)

Dr. Robert Ireland, Executive Director

Type or Print Above Signature on Above Line

L L Summers
(Signature of Secured Party)

L L SUMMERS
Type or Print Above Signature on Above Line

#6393 0.0.0

INDEMNITY FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County.

This Financing Statement evidences and publicizes the lien and provisions of a certain Indemnity Deed of Trust and Security Agreement of even date herewith (the "Indemnity Deed of Trust") securing a Guaranty by **MEDICAL-DENTAL ASSOCIATES**, a joint venture, which Guaranty was given to guarantee a loan from the Secured Party named herein to Marshall Steele, III, M.D., et al. in the principal amount of \$965,000.00. No recordation taxes were due or payable upon the recordation of the Indemnity Deed of Trust in the Land Records of Anne Arundel County, Maryland.

NAME OF DEBTOR:

MARSHALL STEELE, III, M.D., et al.

RECORD FEE 30.00
POSTAGE .50
#182960 0237 R02 T12+23
05/24/88

NAME OF GUARANTOR:

MEDICAL-DENTAL ASSOCIATES, a joint venture

RAM

ADDRESS OF DEBTOR AND GUARANTOR:

Medical Office Building
104 Forbes Street
Annapolis, Maryland 21401

NAME OF SECURED PARTY:

THE MANUFACTURERS LIFE
INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

200 Bloor Street East
Toronto, Canada M4W 1E5
Attn: U. S. Mortgage Dept.

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

- A. All personal property, construction materials, chattels, fixtures and equipment now or at any time hereafter owned by Guarantor (and not owned by any Tenant in possession) 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, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens,

300050

storm windows, doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods, 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 Indemnity Deed of Trust hereinafter mentioned.

- B. Proceeds of the above described collateral.
- C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits, payments, refunds, return of premiums, charges and fees thereunder relating or appertaining to the real property encumbered by the Indemnity Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises encumbered by the Indemnity Deed of Trust, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Indemnity Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Guarantor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Indemnity Assignment of Lessor's Interest in Leases and Guarantees executed and dated of even date herewith.
- D. Any and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to the real property encumbered by the Indemnity Deed of Trust, or any improvements thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon, any of the attorneys' fees, costs, and disbursements incurred in connection with the collection of any 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, situate at 104 Forbes Street, Annapolis, Anne Arundel County, Maryland as more fully described in Schedule A attached hereto and in the Indemnity Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Indemnity Deed of Trust and Indemnity Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: May 19, 1988

WITNESS:

MEDICAL-DENTAL ASSOCIATES,
a Joint Venture

Margaret Snyder

By: Marshall K Steele
Marshall Steele, III, M.D.

Martha J. Carnaggio

By: Stephen Faust
Stephen Faust, M.D.

Margaret Snyder

By: Elsie W. Steele
Elsie W. Steele, Personal
Representative of the Estate
of Marshall Steele, Jr. M.D.

Martha J. Carnaggio

By: Gary Richardson M.D.
Gary Richardson, M.D.

Martha J. Carnaggio

By: Robert Leigh
Robert Leigh, D.M.D.

Martha J. Carnaggio

By: Dale Wood, D.D.S.
Dale Wood, D.D.S.

Martha J. Carnaggio

By: Alan Harquail M
Alan Harquail, D.D.S.

Martha J. Carnaggio

By: Robert Kalivoda M.D.
Robert Kalivoda, D.D.S.

Martha J. Carnaggio

By: Dennis Buchman, P.T.
Dennis Buchman, P.T.

Martha J. Carnaggio

By: Robert Ude P.T.
Robert Ude, P.T.

Martha J. Carnaggio

By: Thomas Moeser M.D.
Thomas Moeser, M.D.

Martha J. Carnaggio

By: Rev. Robert Lantz
Rev. Robert Lantz

104 Forbes St.
THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202-1388 116-
399

DESCRIPTION OF THE MEDICAL-DENTAL ASSOCIATES JOIN VENTURE
PROPERTY - FORBES ST., & GIDDINGS AVE.
WEST ANNAPOLIS, 6TH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point located at the intersection formed by the northwest side of Giddings Avenue with the northeast side of Forbes Street; said point of beginning being further located at the end of the South 42° 30' 55" West 79.91 foot line of the conveyance from Forbes Street Venture to Medical-Dental Associates by deed dated September 29, 1977, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3013, page 770;

THENCE running from the place of beginning so fixed, and running with the outlines of the above mentioned conveyance, and with bearings referred to Annapolis Grid North, and running along the northeast side of said Forbes Street, North 50° 59' 05" West 150.28 feet to a point;

THENCE leaving said Forbes Street and continuing with the outlines of the above mentioned conveyance, North 42° 30' 55" East 89.10 feet to a point located at the end of the South 48° West 50 foot line of the conveyance from Mill's Liquor Mart, Inc. to Medical-Dental Associates by deed dated April 10, 1979, and recorded among the said Land Records in Liber 3258, page 619;

THENCE with said line, reversely, and with bearings corrected to Annapolis Grid North, North 42° 30' 55" East 50.0 feet to a point located at the beginning of said line;

THENCE running with the North 42° West 150 foot line of the said conveyance recorded in Liber 3258, page 619, reversely, and with bearings corrected, South 47° 29' 05" East 150.0 feet to intersect the Northwest side of Giddings Avenue;

THENCE with the same, South 42° 30' 55" West 129.91 feet to the place of beginning.

BEING all of the above mentioned conveyance from Forbes Street Venture to Medical-Dental Associates by deed dated September 29, 1977, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3013, page 770, and also being all of the conveyance from Mill's Liquor Mart, Inc. to Medical-Dental Associates by deed dated April 10, 1979, and recorded among the said Land Records in Liber 3258, page 619, and as described by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in June 1983.

The improvements thereon being known as 104 Forbes Street, Annapolis, Maryland.

~~CROSS INDEXED IN LAND RECORDS~~

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493

Page No. 7

Identification No. 259707

Dated December 24, 1985

1. Debtor(s) { James M. and Diane L. Johnson
 Name or Names—Print or Type
 500 West Pasadena Road, Pasadena, MD 21122 (A.A.Co.)
 Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
 POSTAGE .50
 #182980 C237 R02 T12*25
 05/24/88

RJM

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

Dated: MAY 12 1988

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 527 PAGE 234

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

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

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

273000

Name Martin and Bond Photography, Inc.
Address 1410 Forest Drive, Annapolis, MD 21403

2. SECURED PARTY /LESSOR

Name Stratford Leasing Company
Address 105 Revere Dr., Northbrook, IL 60062

Data File Services, Inc. 178 Olympic Blvd., Santa Monica, CA 90404
Person And Address To Whom Statement Is To Be Returned 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) Interclone - table top slide duplicating machine - Internegative maker S/N#693

Name and address of Assignee

LEASE#21907

" NOT SUBJECT TO RECORDATION TAX "

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

W271210 C085 R01 T09#52

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

05/25/88

RAM

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

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

Burt Schwartz / SA/OPS Attorney in-fact
(Signature of Debtor)

Burt Schwartz - Pres.
Martin and Bond Photography, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Burt Schwartz SA/OPS / Attorney in-fact
(Signature of Secured Party)

Burt Schwartz - Pres.
Stratford Leasing Company
Type or Print Above Signature on Above Line

11/01
Type or Print Above Signature on Above Line



Financing Statement

272355

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 22,000-
- To Be Recorded in Land Records of _____

Record in:

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

NAME	Street	City	State
1. Debtor(s)			
<u>Recov, Inc. t/a Forest Drive Exxon, 1321 Forest Drive, Annapolis, Md. 21403</u>			

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20814
 Attn: Loan Administration

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

Check one or more boxes as applicable:

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

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below: RECORD FEE 12.00

Title Owner of Real Estate: _____ RECORD TAX 154.00

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated. POSTAGE .50

05/25/88

Secured Party: SOVRAN BANK/MARYLAND

Debtor(s) or Assignor(s) RECOV, INC. t/a Forest Drive Exxon

By: [Signature]

By: [Signature]
James A. Lowry, President

Type Name Thomas A. Holland, III

Title Vice President

Type or Print Name and Title of Each Signature

12th
154.00

272359

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$19,522.30

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

This financing statement Dated May 5, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Free State American Hatch, Inc.

Address 175-C Penrod Court Glen Burnie, Maryland 21061

2. SECURED PARTY

Name United Bank

ATTN: K. Logan

Address 9420 Pennsylvania Avenue

Upper Marlboro, Maryland 20772

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

RECORDED FEE 11.00
RECORD TAX 140.00
POSTAGE .50
MAY 11 1988
COMMERCIAL CODE UNIT
05/11/88

RJM

3. Maturity date of obligation (if any) _____

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

- 1- 462513 Chart Fast Rack System (2) Consisting of:
- 462518 Fastrack Bed With Casters, Lift Bars and Runway Ramps
- 110411 Chart P-4 Anchoring System
- 462519 Fast Rack Pulling Tower w/Hydraulics
- 463171 Adjustable Support Stand (2)
- 251000 Scissor Jack
- 253619 Electric Winch
- 508180 Chart Merchandising Sign
- 110520 McPherson Tower Guage
- 102001 Kit A-1, 102002 Kit B-1, 102003 Kit B-1
- 102004 Kit D-1, 102005 Kit F-1, 102006 Kit G-1,

See attached page

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Free State American Hatch, Inc.

Scott S. Shifflett (President)
(Signature of Debtor)

Scott Shifflett, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

United Bank

Susan C. Regan
(Signature of Secured Party)

Susan C. Regan
Type or Print Above Name on Above Line

11/40.50



UNITED BANK

MELWOOD PROFESSIONAL CENTER
9420 PENNSYLVANIA AVENUE
UPPER MARLBORO, MARYLAND 20772
(301) 599 8600

BOOK 527 PAGE 237

102007 Kit H-1, 102009 Kit T-1, 102010 Kit X-1,
110335 Tru-Way Manuals (Set of 4)
463141 Fast Rack Runway Step
1- 462900 Chart Pulling Tower
20- 110300 Chart Bullet Anchor

AT&T Spirit Phone System

C & R Paint Herkules Paint Gun Washer

Mail to

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land Financing Statement } Book 520 page 154 File No. 270658
Liber Folio

Date of Financing Statement 11-20-87

NAME	ADDRESS		
1. Debtor(s) (or assignor(s))	No.	Street	City State
Cardinal Industries, Inc.	333	S. Hammonds Ferry Rd.,	Glen Burnie, MD 21061
	and	2040 S. Hamilton Rd.,	Columbus, OH 43232
2. Secured Party (or assignee)	SOVRAN BANK / MARYLAND 6610 Rockledge Dr., 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
#136120 CY77 R04 T13443
CK (8/25/88)
BAM

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:
SOVRAN BANK / MARYLAND

Dated: 4-11-88 19

By: Dennis L. Stough
Type Name Dennis L. Stough
Title Vice President

10

HA

To be Recorded In _____
Financing Records of Anne
Arundel County _____

Not Subject to
Recordation Tax

273011

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust or Deeds of Trust recorded or to be recorded among the Land Records of Carroll County and given as security for the same indebtedness. Documentary stamps in the amount of \$6,435.00 have been paid on an indebtedness of \$975,000.00.

FINANCING STATEMENT

This Financing Statement dated May 20, 1988, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor:
Powers Construction
Company,
a Maryland Corporation

Address:
7779 New York Lane
Glen Burnie, Maryland
21061

RECORD FEE 21.00
POSTAGE .50
#136140 C777 R04 113#46
(5/23/88)

2. Secured Party:
Eastern Savings Bank, fsb

Executive Plaza 2
11350 McCormick Road, Suite 300
Hunt Valley, Maryland 21031

RLM

M.L.R.

3. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now owned or leased by Debtor or hereafter acquired and now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice

boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

(d) The interest of Debtor in all plats, drawings, permits, engineering studies, contracts, agreements, licenses, approvals or other intangibles relating to the property described in Paragraph 6 hereof.

4. Proceeds of collateral are covered hereunder.
5. The aforesaid items are included as security under a certain Deed of Trust, Assignment of Rents and Security Agreement from Debtor to the Trustees for the Secured Party and recorded or intended to be recorded among the Land Records of Carroll County, Maryland, securing a Promissory Note from Debtor to Eastern Savings Bank, fsb.
6. The real estate consists of a certain parcel of land and the improvements thereon located in Carroll County, Maryland, all as more particularly described in Exhibit A attached hereto.

Debtor:

POWERS CONSTRUCTION COMPANY,
a Maryland corporation

By: Jeffrey B. Powers (SEAL)
Jeffrey B. Powers,
Vice-President

To The Filing Officer: After this statement has been recorded, please mail the same to Richard C. Zeskind, Esquire, First Eastern Title Corporation, Executive Plaza 2, 11350 McCormick Road, Suite 300, Hunt Valley, Maryland 21031.

EXHIBIT A

BOOK 527 PAGE 243

BEING KNOWN AND DESIGNATED as Lot Nos. 19, 20, 21, 22, 23, 24 and 25, Block C and Lot Nos. 45, 46, 47, 48, 49, 50, 51 and 52, Block B as shown on Plat entitled "Second Amended Plat of Section One and First Amended Plat of Section Two, GREEN MEADOWS," which plat is recorded among the Land Records of Carroll County, Maryland in Plat Book No. 28, folio 137.

BEING all those lots of ground conveyed to Grantor by Lowal Corporation by Deed dated May 20, 1988 and recorded or intended to be recorded immediately prior hereto.

273013

BOOK 527 PAGE 244

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) LOUIS W. PARKS 5831 ROCKHOLD CREEK Rd. DEALE, Md. 20751	2. Secured Party(ies) and Address(es) FORD MOTOR Credit Company P.O. Box 637 MECHANICSVILLE, VA-23111
--	--

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

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

New 1988 Ford YARD TRACTOR VT16 #VC02765
w/ 42" mower

RECORD FEE 11.00
POSTAGE .30

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

4. This transaction is exempt from the Recording Tax.

Filed with:

05/25/88
RWM

Louis W. Parks
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)

Louis W. Parks
(SIGNATURE OF DEBTOR)

BY: (S. R. W.) (Rep.)

1172

BC-4769

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. 263850
RECORDED IN LIBER 503 FOLIO 56 ON September 26, 1986 (DATE)

1. DEBTOR

Name LEGUM CROMWELL JOINT VENTURE
Address 7223 Parkway Drive Hanover, Maryland 21076

2. SECURED PARTY

Name THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.
Address 800 17th Street - 8th Floor Washington, D.C. 20006
Attn: Real Estate Department

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

BEING KNOWN AND DESIGNATED as "Lot 1, Plat Two, Business Park at the Airport, Area Two, Plat 2 of 3" which Plat is recorded among the Plat Records of Anne Arundel County at Plat Book 101, Page 35, Plat No. 5260.

RECORD FEE 10.00
POSTAGE .50
#134480 CTTT RY 115436
05/25/86

PHH

Dated 9/26/86

(Signature of Secured Party)

JAMES L. TREMBLE
Type or Print Above Name on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266541

RECORDED IN LIBER 509 FOLIO 431 ON 03/11/87 (DATE)

1. DEBTOR

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

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00 #136710 CTY R04 113437 05/25/88 RJM</p>	

Filed in Anne Arundel County

Dated May 11, 1988

Irvington Federal Savings & Loan Association

William J. Ottey
(Signature of Secured Party)

William J. Ottey - President
Type or Print Above Name on Above Line

10-

Anne Arundel County
Clerk of Circuit Court

PRINT OR TYPE ALL INFORMATION

BOOK 527 PAGE 247

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

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

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

LIBER 385 PAGE 21 217150
#72509
April 3, 1978

Index numbers of subsequent statements (For office use only)

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

Marc S. Tucker
510 Second Street
Annapolis Maryland 21403

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

() ORIGINAL FINANCING STATEMENT

() CONTINUATION-ORIGINAL STILL EFFECTIVE

() AMENDMENT

RECORD FEE 10.00

() ASSIGNMENT

POSTAGE .50

() PARTIAL RELEASE OF COLLATERAL

115.141

(~~xxx~~) TERMINATION

05/25/88

Name & address of Secured Party

Signet Bank/Formerly Bank of Virginia
8580 Cinderbed Road
Newington Virginia 22122

Name & address of Assignee

RAM

Date of maturity if less than five years

Check if proceeds of collateral are covered

(~~xxx~~)

Description of collateral covered by original financing statement

1977 24' Bristol
Hull Number 673730377

Boat will be docked in Anne Arundel County

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)

10.80

Eleanor S. Howell

Eleanor S. Howell/Credit Services Officer

Signature of Secured Party if applicable (Date) 05-18-88

2-999999-500-250

Anne Arundel Co. STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 527 PAGE 249

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

273013

1. DEBTOR

Name Red's Dove, Inc.
Address 2929 Solomons Island Rd. -- Edgewater, MD 21037

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 -- Baltimore, MD 21240

RECORD FEE 11.00

POSTAGE .50

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

3. Maturity date of obligation (if any) _____

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

Three(3) Terex TS-14B, s/n 73133, HS21219, and HS21220 with all present and future attachments, additions, repairs, products, and proceeds now owned or hereafter acquired. With title to be retained by L.B. Smith, Inc. This financial statement is intended to publicize the lease of above property, and does not create a security interest.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Red's Dove, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Bruce H. Dean
L.B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

11.80

FINANCING STATEMENT

BOOK 527 PAGE 250

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$7,600.00...

1. Name of Debtor(s): Maine Air Mechanical, Inc.
Address: 6886 Baltimore-Annapolis Blvd.
Linthicum, MD 21090

273011

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~10005 Old Columbia Road~~ 10005 Old Columbia Road
~~10005 Old Columbia Road~~ Columbia, MD 21046

3. This Financing Statement covers the following types (or items) of property: A. Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. B. Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever. C.

4. Check the statements which apply, if any, and supply the information indicated: Accounts and E. Other - see attached schedule

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

RECORD FEE 11.00
RECORD TAX 56.00
POSTAGE .50
#136910 DT77 R08 113434
AW (5/25/88)

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

Maine Air Mechanical, Inc.

Debtor(s):
By: Bertram M. Risley, President

By: Michael Mamoliti, Vice-President

By: Michael W. Meloche, Sec./Treas.

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

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

1150-50

Schedule

- C. Accounts. All of the 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.
- E. Other. Furniture, Fixtures and Leasehold Improvements. All of the Debtor's furniture, fixtures and leasehold improvements now owned or hereafter acquired wherever located including all present and future additions, attachments, accession, substitutions and replacements thereof and additions thereto and all proceeds and products thereof and all proceeds and products thereof in any form whatsoever.

STATE OF MARYLAND

BOOK 527 PAGE 252

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257905

RECORDED IN LIBER 488 FOLIO 222 ON 8/12/85 (DATE)

1. DEBTOR

Name Nolen, Troy D.

Address 1570 Cameron Crescent #2B, Reston, VA 22090

2. SECURED PARTY

Name Horizon Financial, F.A.

Address 1100 Masons Mill Bus. Park, 1800 Byberry Rd.

Huntingdon Valley, PA 19006

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

RECORD FEE

10.00

POSTAGE

.50

#174920 0777 804 115153

05/25/88

3. Maturity date of obligation (if any) _____

RM

CHECK FORM OF STATEMENT

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

Dated May 19, 1988

Karen L. Kannengieszer

(Signature of Secured Party) 5123

Karen L. Kannengieszer, A.V.P. AA

Horizon Financial F.A.

Type or Print Above Name on Above Line

16.50

STATE OF MARYLAND

BOOK 527 PAGE 253

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 5/9/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOUR~~ LESSEE:

273015

Name William J and Ellen S. McKee

Address 302 Harwood Rd. Harwood MD. 20776

2. ~~SECURED PARTY~~ LESSOR:

TELMARK INC.

Name _____

Address P. O. Box 4943, Syracuse, NY 13221

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

3. Maturity date of obligation (if any) _____

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

- 2 New 10 1/2 ton Running Gears
- 2 New Hay bodies
- 2 New Model 132 Bale Carriers

The Lessee has a Farm Operation and this equipment will be used in the Farm Operation.

RECORD FEE (10.00)
Name and address of Assignee
#136970 CITY INM 110107
6/23/88
RWA

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

x William J. McKee
(Signature of LESSEE)

WILLIAM J. MCKEE
Type or Print Above Name on Above Line

x Ellen S. McKee
(Signature of LESSEE)

ELLEN S. MCKEE
Type or Print Above Signature on Above Line

TELMARK INC.

Andrew L. McLean
(Signature of LESSOR)

Andrew L. McLean
Type or Print Above Signature on Above Line

TELMARK INC.
MAY 9 1988
FINANCING DEPARTMENT

12

MARYLAND FINANCING STATEMENT

BOOK 527 PAGE 254

(xx) Not Subject to Recordation Tax (C/S/C) 273016

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

1. LESSEE Severn Graphics, Inc. (Name or Names)
7590 Richie Hwy, (Address) Glen Burnie, MD 21061

LESSEE (Name or Names) FSB 741 (Address)

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

3. ASSIGNEE (if any) Of LESSOR Federal Savings Bank of Maryland
8200 Harford Rd. (Name or Names) Baltimore, Maryland 21234 (Address)

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

One- Special Effects Compound Model OAS FXC 45/A S/N 8010A; One- Contact Printer Model OAS CP 45/A S/N 7988B; One- Genigraphics H412; One- Genigraphics SW-217; One- Genigraphics SW-191; One- Sitte Tischer Profilyser Video Analysing System; Four- Sitte Tischer Translators.

RECORD FEE 11.00

POSTAGE .00

#136980 C777 R04 716100

05/26/78

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

RAM

LESSEE Severn Graphics, Inc.
By: Jim Russell (Title)
(Type or print name of person signing)
By: (Title)
(Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly (Title) Manager
(Type or print name of person signing)
Return to:

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

Handwritten initials or mark.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 527 PAGE 255

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

273017

Name John E. Bronson

Address 745 Oak Grove Circle Severna Park, MD 21146

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, N.Y. 13214

Person And Address To Whom Statement Is To Be Returned 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 1835C Unloader Serial # JAF0013530

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .30

#137000 CITY ROMA 11/1/74

PHK 05/23/75

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John E. Bronson
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

1/25/75

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

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

Jay R. Weamer
(Signature of Secured Party)

Suit & Wells Equipment Co., Inc.
Type or Print Above Signature on Above Line

273013

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):

CDK, INC.
Name or Names—Print or Type
6712 McDonough Road, Bowie, Md. 20715
Address—Street No., City - County State Zip Code
Prince George's County

Name or Names—Print or Type
Address—Street No., City - County State Zip Code
UNITED BANK AND TRUST COMPANY OF MARYLAND

2. Secured Party:

BARBARA K. ZIMMER and MICHAEL K. KUHN, Trustees
Name or Names—Print or Type
9420 Pennsylvania Avenue, Upper Marlboror, Md. 20772
Address—Street No., City - County State Zip Code
Prince George's County

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

Furniture, fixtures and equipment used in the running of a restaurant/bar business (see attached list)

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

2.37 acres - 1581 Defense Highway, Gambrills, Maryland

5. If collateral is crops, describe real estate.

RECORD FEE 13.00
POSTAGE .50
#137230 0777 R04 T14104
05/16/88

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)
CDK, INC.
By: George P. Contois, President
Type or Print
George P. Contois
(Signature of Debtor)
Type or Print

Barbara K. Zimmer
(Company, if applicable)
Assistant Treasurer
(Signature of Secured Party)
UNITED BANK AND TRUST COMPANY
OF MARYLAND
Type of Print (Include title if Company)

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

Name and Address Stephen J. Britz, 150 South Street, Annapolis, Md. 21401

Lucas Bros. Form F-1

13.50

RAFTERS

PARTIAL INVENTORY LISTING

BOOK 527 PAGE 257

DINING/LOUNGE AREA:

- . THREE CEILING FANS
- . FIVE OAK AND BRASS CEILING LIGHT FIXTURES
- . BRASS WALL COAT RACK
- . 16 ROD IRON BAR STOOLS TRIMED WITH OAK AND FABRIC SEATS AND BACKS.
- . 19 THIRTY-SIX INCH QUARE TABLES
- . 64 TABLE CHAIRS OAK AND VINYL
- . 6 MATTED PICTURES IN GLASS AND BRASS FRAMES
- . 4 BRASS PICTURE LIGHTS
- . 4 RACK SPOTLIGHT SYSTEM
- . CHLORIDE SECURITY LIGHT SYSTEM
- . OVERHEAD STERO SYSTEM WITH TWO SPEAKERS
- . 25" COLOR TELEVISION
- . BUD VASES FOR EACH TABLE
- . GLASS REFILLABLE CANDLES FOR EACH TABLE
- . LINEN TABLE CLOTHS AND NAPKINS
- . OTHER MISCELLANEOUS SUPPLIES

BAR AREA:

- . BRASS FOOT RAIL AROUND ENTIRE OAK BAR
- . BRASS POCKETBOOK RACKS UNDER BAR LIP
- . 5 EXTRA COMFORT ANTI-FATIGUE MATTS
- . 24" EAGLE STAINLESS STEEL DEEP UTILITY SINK
- . 2 EAGLE - STAINLESS STEEL COCKTAIL UNITS WITH 6 BOTTLE LIQUOR WELL
- . 6 FOOT EAGLE STAINLESS STEEL TRIPLE BOWL SINK WITH TWO DRAINBOARDS
- . SMALL MONTGOMERY WARD UNDER BAR REFRIGERATOR
- . MANITOWOC SERIES 100 ICE MACHINE
- . 8 FOOT DEEP WELL BEER COOLER
- . 2 WINE DISPENSERS
- . 2 DRAFT BEER DISPENSERS
- . 2 SODA DISPENSERS
- . COMMERCIAL BLENDER 4 GALLON SIZE
- . ROYAL CASH REGISTER
- . WALL CLOCK OAK FRAMED
- . LARGE MIRROR'S BEHIND THE BAR
- . OAK OVERHEAD GLASS RACK APPROXIMATELY 24 FOOT LONG
- . BAR GLASSES OF ASSORTED SIZES AND SHAPES
- . MISCELLANEOUS BAR SUPPLIES

KITCHEN AREA:

- . AERO STAINLESS STEEL UTILITY SINK
- . BEVERAGE AND SANDWICH UNIT WITH REFRIGERATOR AND PREP BLOCK
- . 4 FOOT EAGLE STAINLESS STEEL WORK TABLE WITH SHELF
- . 6 FOOT EAGLE STAINLESS STEEL WORK TABLE WITH SHELF
- . HOBART MEAT SLICER WITH TRAY AND CART
- . TOASTMASTER 4 SLICE TOASTER
- . ULTRA SERV PIZZA OVEN
- . OVERHEAD METAL STORAGE SHELVES WITH VINYL COATING
- . WICKER BASKETS FOR SALADS, SANDWICHES AND SUBS
- . SILENCE STOOL
- . OTHER MISCELLANEOUS KITCHEN EQUIPMENT

SERVICE AREA:

- . TWIN WELL FOOD WARMER
- . BUNN - 3 STATION COFFEE SERVICE
- . ADDITIONAL STORAGE / SERVICE AREA WITH MENU RACK
- . EXTRA SUPPLY OF LINEN TABLE CLOTHES AND NAPKINS

OUTSIDE DECK AREA:

- 15 . ~~18~~ LIGHT WEIGHT WHITE METAL PORCH CHAIRS WITH LIGHT WEIGHT CUSHIONS
- 3 . ~~18~~ HEAVY WEIGHT WHITE METAL PORCH/PATIO ARM CHAIRS WITH CUSHIONS
- 6 . ~~8~~ METAL AND GLASS UMBRELLA TABLES
- 6 . ~~8~~ HEAVY DUTY PLASTIC WEIGHTED UMBRELLA STAND BASES
- 6 . ~~8~~ ALUMINUM AND MESH UMBRELLAS IN ASSORTED COLORS

BASEMENT STORAGE AREA:

- ~~5 EXTRA MET BAR STOOL BASES~~
- . HAND TRUCK
- . STORAGE SHELVING BUILT IN TO WALLS
- . MONTGOMERY WARDS 15.7 CUBIC FOOT FROSTLESS FREEZER
- . PENN REFRIGERATION WALK-IN BOX APPROXIMATELY 10 x 10
- . CRYSTAL TIPS ICE MACHINE
- . DESK AND FILE CABINET
- ~~2 EXTRA UMBRELL STANDS~~

FOR ADDITIONAL INFORMATION OR AN APPOINTMENT

TO SEE THIS PROPERTY , PLEASE CALL

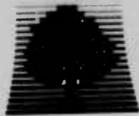


LINDA M. DENNIS
REALTOR®
Res.: (301)
987-6383



LONG & FOSTER, REALTORS®
1151 Maryland Route 3
Crofton Station
Gambills, Maryland 21054

Office: (301) 721-1500
Balt. Local: (301) 793-0500
D.C. Local: (301) 261-0500



MARYLAND NATIONAL BANK

We want you to grow.™

273019

BOOK 527 PAGE 259

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) **Chessie Yachts, Inc.** Address(es) **326 First Street, Suite 37
Yacht Haven
Annapolis, Maryland 21403**

RECORD FEE 11.00
POSTAGE .50

6. Secured Party Maryland National Bank Address **7178 Columbia Gateway Drive
Columbia, Maryland 21045**
Attention: **Anjana Singh**
Mail Stop 090159

#120010 C237 R03 T14:12

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:

05/26/88
RJM

XXA. 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.

XXB. 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.

XXC. 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.

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

XXE. 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.

XXF. 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.

Chessie Yachts, Inc.

Carroll L. Buress, President (Seal)
Carroll L. Buress, President

Secured Party
Maryland National Bank

R. B. Megee (Seal)

R. B. Megee, Vice President
Type name and title

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

11 00 30

FINANCING STATEMENT

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

Name of Debtors:

206 West Corporation, Inc.

206 West General Partnership, Inc.

Richard White

Diane White

RECORD FEE 14.00
POSTAGE .50
#186460 0237 R02 T09:01
05/27/88

Name of Secured Parties:

Robert Trescott

Priscilla Trescott

RMM

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

All furniture, fixtures, equipment, inventory, stocks, accounts receivable, cash, licenses and all other assets now or hereafter acquired.

2. Proceeds of collateral are also covered.

3. Products of collateral are also covered.

4. Reference is made to a one and certain Security Agreement between the Debtors and the Secured Parties, executed simultaneously with the execution of this Financing Statement.

DEBTOR:
206 WEST CORPORATION, INC.

1400 / 4.50

[Signature]
WITNESS

[Signature]
BY: Diane C. White, PRESIDENT

DEBTOR:
206 WEST GENERAL
PARTNERSHIP, INC.

Donald P. Selby
WITNESS

Diane C. White
BY: Diane C. WHITE, PRESIDENT

DEBTOR:

Donald P. Selby
WITNESS

Richard White
RICHARD WHITE, INDIVIDUALLY

DEBTOR:

Donald P. Selby
WITNESS

Diane C. White
DIANE WHITE, INDIVIDUALLY

SECURED PARTY:

Donald P. Selby
WITNESS

Robert Trescott
ROBERT TRESCOTT

SECURED PARTY:

Donald P. Selby
WITNESS

Priscilla Trescott
PRISCILLA TRESCOTT

272361

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$3,263.00

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

This financing statement Dated May 3, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Canvas Corp.

Address End of Thompson Street tied @ dock, Annapolis, Maryland 21411

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

Attn: K. Logan

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

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00

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

RECORD TAX 24.00

Evinrude Model E90TLC0, serial #0567483key #67 attached to Belkou 1985 18' fiberglass boat Hull I.D. #MDZ2269/J485

POSTAGE .30

8137640 0777 004 100153

05/27/88

AM

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chesapeake Canvas Corp.

[Signature]
(Signature of Debtor)

Donna L. Stanton, Pres.
Type or Print Above Signature on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Company of Maryland

[Signature]
(Signature of Secured Party)

Michael K. Kuhns - Vice President
Type or Print Above Name on Above Line

11-
2450

527-263 . . .

not used

Sh. be Notice of
Sale

5-27-88

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

Roll No. 400 Page No. 526-540
Identification No. 327303 Dated 5/17/83

1. Debtor(s) { BrandyWine Sand and Gravel Company
Name or Names—Print or Type
5800 Sheriff Rd. Fairmont Heights Md. 20743
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, MD. 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

CAT 988 loader	#87A7258 (321)
CAT 988 B loader	#50W3667 (332)
CAT 966 C loader	#76 53896 (333)
CAT D8H Dozer	#46A 32953 (216)

BL CLERK
RECORD FEE 10.00
POSTAGE .50
#138530 1777 RM 707-57
05/27/83

Dated: 5/24/83

First National Bank of Maryland
Name of Secured Party

Larry Schultz
Signature of Secured Party

LARRY SCHULTZ - Asst. Vice President
Type or Print (Include Title if Company)

10-50

273020

Anne Arundel County
A/C# C-02-05544-0

BOOK 527 PAGE 265

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. \$ 23,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$161.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jones, Joseph T.
Address 440 Queenstown Road Severn, Maryland 21144

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
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 161.00

POSTAGE .50

8128500 0777 604 109157

05/21/88

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph T. Jones

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

First Interstate Credit Alliance, Inc.

[Signature]
(Signature of Secured Party)

ERRY P. KIMMEL, ADMIN. V.P.

17-
161-8

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc., successor by merger.

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

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

BOOK 527 PAGE 266

THIS MORTGAGE made the 11th day of May, 1988 by and between

Joseph T. Jones, having his principal place of business at
440 Queenstown Road Severn, MD 21144

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 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 liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

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

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

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

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

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

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

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee 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 Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

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

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

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

ATTEST:

Joseph T. Jones (Seal)
Mortgagor

By Joseph T. Jones (Title)

Secretary

STATE OF Maryland }
COUNTY OF Anne Arundel } ss.

Joseph T. Jones being duly sworn, deposes and says.

1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (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 _____

NOTARY PUBLIC

Joseph T. Jones

STATE OF _____, COUNTY OF _____, SS:
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19 _____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

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

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____

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

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

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

(Notarial Seal)

NOTARY PUBLIC
CA (7-77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 11, 19 88 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Freightliner Dump Truck	1981	FLC12064	1FVNYBY99BP195267
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

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

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Joseph T. Jones

By: Joseph T. Jones

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

BOOK 527 PAGE 269

DATE: May 19, 1988

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

272305

NAME OF DEBTOR (S): M.L. Scott Co., Inc.
6770-124 Oak Hall Lane
Columbia, MD. 21045

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

IBM Model 60/70 Hard Disk Serial #	Product # 011014
IBM Monochrome Monitor Serial #	Product # 030840
Switch Box and Peripheral Equipment	

RECORD FEE 11.00
POSTAGE .50
#126490 CTTT 904 102107
05/27/88

RMM

DEBTOR(S):

M.L. Scott Co., Inc.
(Company Name)

BY: [Signature] PRESIDENT

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)

Robert Mann, Commercial Loan Officer
(Type Name and Title)

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

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

anne arundel
592279

Identifying File No. 527 PAGE 270
BOOK

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 13,221.49

If this statement is to be recorded in land records check here 22516

This financing statement Dated 5-23-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles Machine Shop
Address 550 N Crain Hwy #24 Glen Burnie ,MD 21061

2. SECURED PARTY

Name Sunnen Product Company
Address 7910 Manchester Ave St. Louis, MO 63143

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

3. Maturity date of obligation (if any) _____

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

See Attach Schedule "A" & Sale Contract

RECORD FEE 17.00

RECORD TAX 94.50

POSTAGE .50

#138460 CTTT 104 109153

Phm (5/27/88)

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)

Walter W. Hester
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Phyllis Pipkin Manager
(Signature of Secured Party)

Phyllis Pipkin

Type or Print Above Signature on Above Line

*1749
8430*

.50

SALE CONTRACT AND SECURITY AGREEMENT

NUMBER 592279

BOOK 527 PAGE 271



7910 MANCHESTER ST. LOUIS, MO. 63143
("Seller")

NAME CHARLIE'S MACHINE SHOP

BILLING ADDRESS 550 N. Chain Hwy # 24 Green Budaire Ave. Annapolis MD 21061
("Buyer") NUMBER STREET CITY COUNTY STATE ZIP

Agreement to Purchase: Buyer (if more than one, jointly and severally) having been quoted both a time and a cash price, hereby purchases and Seller hereby sells, on a time basis and subject to the terms and conditions set forth on both sides hereof, the Equipment described below and/or in the Schedule "A" attached hereto and incorporated herein (hereinafter referred to as the "Equipment").

(Describe Equipment fully, including model number, make, kind of unit, serial number)

CRH-50K # 8285

VR-205

LAB-1699K # 24229

AS-300 # 21887

TN-111

SEE ALSO ATTACHED SCHEDULE 'A'

1. Cash Price	\$ <u>13221.49</u>
2. Down Payment Cash/Check	\$ <u>421.49</u>
3. Unpaid Cash Balance (1 minus 2)	\$ <u>12800.00</u>
4. FINANCE CHARGE	\$ <u>5120.00</u>
5. FINANCE BALANCE (3 plus 4)	\$ <u>17920.00</u>
6. FINANCE SALE PRICE (2 plus 5)	\$ <u>18341.49</u>

All Equipment shall be kept at: (If different from billing address)

N. Chain Hwy (Street) Green Budaire (City) Anne Arundel (County) MD (State)

Promise to Pay: Buyer unconditionally promises to pay to the order of seller the time balance in 60 consecutive installments; the first installment due sixty (60) days from invoice date and subsequent installments due on the same day of each month (unless otherwise specified) thereafter. Each installment shall be in the amount of \$ 298.67 except the final installment which shall be \$ 298.67, payments to be made at the place designated by Seller or its assigns (or, if no place be designated, at the address of seller set forth hereinabove); provided, however, that if a different installment schedule is attached hereto as Schedule "B", said Time Balance is to be paid in installments in accordance therewith.

Late Charge: If any installment is not paid in full and received by Seller within (10) ten days after the due date, Buyer agrees to pay to Seller a late charge of five cents (\$.05) per dollar on and in addition to the amount of such installment, as liquidated damages for Seller's administrative expenses in connection with such late payment, but not exceeding the lawful maximum, if any.

Grant of Security Interest: Buyer hereby grants to Seller a security interest in (a) the equipment, (b) all cash and noncash proceeds of the equipment and (c) all increases, substitutions, replacements, additions, and accessions thereto, to secure the payment and performance of the obligations of Buyer pursuant to this agreement.

Acts to be Performed by Buyer: Buyer agrees as follows: (a) Payment and Performance: Buyer shall pay and perform all of the obligations of this Agreement. (b) Further Assurances: Buyer shall defend the title to the Equipment against all persons and against all claims and demands whatsoever, and shall indemnify Seller for all costs, fees, and expenses incurred in connection with such claims and demands. On demand by Seller, Buyer shall (1) furnish further assurance of title, (2) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement, and (3) execute any instrument or statement required by law or otherwise in order to perfect or continue the security interest of the Seller in the Equipment and pay all costs of filing in connection therewith. (c) Possession and Removal: Buyer may remain in possession of the equipment until default under this Agreement. Buyer shall not permit the Equipment to be removed from Buyer's place of business at the address shown above without consent of the Seller. (See additional Terms and Conditions on back.)

NO VARIATION OR MODIFICATION OF THIS AGREEMENT AND NO WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY DULY AUTHORIZED OWNERS, PRINCIPALS OR OFFICERS OF SELLER AND BUYER. SELLER'S FIELD REPRESENTATIVES OR SALESPERSONS ARE NOT SO AUTHORIZED.

NOTICE TO THE BUYER: 1. Do not sign this contract before you have read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law, you have the right to pay off in advance the full amount due. There is NO PENALTY FOR PRE-PAYMENT.

ALL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT ARE A PART HEREOF AND ARE BINDING UPON THE PARTIES HERETO. Receipt of an executed copy of this SALE CONTRACT AND SECURITY AGREEMENT is hereby acknowledged.

(Signed) SUNNEN PRODUCTS COMPANY (L.S.)
(Signature of Seller if individual, typed name of Seller if other than individual.)

By [Signature] (L.S.)
(Signature & Title if Seller is not individual.)

Seller's Address 7910 MANCHESTER AVE. ST. LOUIS, MO., 63143

Date Executed by Seller _____, 19__

Walter W. Heston (L.S.)
(Signature of Buyer if individual, typed name of Buyer if other than individual.)

By _____ (L.S.)
(Signature & title if Buyer is not individual.)

By _____ (L.S.)
(Signature & title if Buyer is not individual.)

(Signature of Co-buyer) _____

(Witness) _____

Date Executed by Buyer _____, 19__

PLEASE
USE INK
ORIGINAL
SIGNATURES
REQUIRED
ON ALL
COPIES

COPY FOR FILING

ADDITIONAL TERMS AND CONDITIONS

527
272
200

(d) Sale and Exchange: Buyer shall not, without the written consent of the Seller, sell, exchange, contract to sell, lease, encumber or transfer the equipment, and whether or not such consent has been obtained, the proceeds of such sale, exchange, or transfer shall be (1) applied on the obligations secured by this Agreement and, (2) until so applied be held in trust subject to the security interest of this agreement. (e) Certain Acts required: (1) Proper Care and Inspection: Buyer shall maintain the Equipment in good and saleable condition, repair it if necessary, clean, shelter, and otherwise deal with the Equipment in all such ways as are considered good practice by owners of like property. Buyer shall use the Equipment lawfully and only as permitted by insurance policies. Seller may enter upon the premises where the Equipment is located and examine it. (2) Insurance: Buyer shall keep the Equipment insured for the benefit of Seller against loss by fire and other casualties or risks in such form and amount, with such companies, as may be acceptable to Seller but in no event less than the full insurable value thereof. Buyer shall give immediate written notice to the Seller and to insurers of loss or damage to the Equipment and shall promptly file proofs of loss with insurers. If requested by Seller, insurance policies covering the Equipment shall provide that proceeds thereof be payable to Seller as its interest may appear, Seller to be named as insured and mortgagee, and shall provide 10 days' minimum written notice of cancellation to Seller. Seller may apply any proceeds of insurance which may be received by it toward payment of the obligations secured by this Agreement. (3) Encumbrances and Taxes: Buyer shall keep the Equipment free from all security interests (other than those created pursuant to this Agreement), liens, claims, charges, encumbrances, taxes and assessments and shall pay when due all taxes and assessments relating to the Equipment. (4) Information: Buyer shall furnish promptly to Seller any information Seller may reasonably require. Buyer represents and warrants that any information at any time supplied to Seller (including, but not limited to, the value and condition of the Equipment, and the accuracy of any financial statements) is (or will be) correct. (5) Notification of Change: Buyer shall notify Seller promptly of any change in the location of the Equipment or in Buyer's place or places of business or mailing address. (f) Failure to Perform Required Acts: (1) Performance by Secured Party: Upon failure by the Buyer to perform the acts described in paragraph (e), the Seller is authorized and has the option to perform any of said acts in any manner deemed proper by the Seller, without waiving any rights to enforce this agreement. (2) Advances Secured: The reasonable expenses (including, without limitation, attorney's fees and the cost of any insurance and payment of taxes or other charges) paid by the Seller in respect to the Equipment pursuant to the paragraph immediately preceding shall be deemed advanced to the Buyer by the Seller, shall bear interest at the lower of (i) 15% per year, or (ii) the highest contract rate provided by the laws of the state in which the Equipment is located, and shall be secured by this Agreement. For the foregoing purposes, Seller can act in its own name or that of Buyer.

When Obligations Become Due: At the option of the Seller, the obligations secured by this Agreement shall become immediately due and payable in full upon the happening of one or more of the following events: (a) Default in Obligations: If the Buyer shall fail to pay any obligations undertaken pursuant to this Agreement when due and the Seller shall elect to accelerate the maturity of all such obligations (which, in the event of such failure, the Seller shall have the right to do). (b) Default in Security Agreement: If the Buyer shall fail to perform any covenant, condition or provision of this Agreement and such default shall have continued for a period of twenty (20) days after written notice thereof shall have been given by the Seller to the Buyer, or if any representation herein shall be false or if any warranty herein shall be breached. (c) Miscellaneous: Without in any way limiting the generality of the foregoing: (1) If the Buyer shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the Equipment. (2) If the Equipment or any portion thereof, or any interest of the Buyer therein, be levied upon by virtue of an execution issued upon any judgment or any other process.

Remedies Upon Default: (a) General: In the event of default under this Agreement, the Buyer and the Seller shall have the rights and remedies provided in the Uniform Commercial Code then in effect in the State where the Equipment is located and, in addition, those provided in this Agreement. (b) Assembly of Collateral: In the event of default the Buyer shall, upon request of the Seller, assemble the Equipment and make it available to the Seller at a place, reasonably convenient to both parties, designated by the Seller. (c) Care of the Collateral: Seller shall be deemed to have exercised reasonable care in the custody and preservation of the Equipment in its possession if it takes such action for that purpose as the Buyer requests in writing, but failure of the Seller to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Seller to preserve or protect any rights with respect to such Equipment against prior parties, or to do any act with respect to the preservation of such Equipment not so requested by the Buyer, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Equipment. (d) Cash or Credit Sales: It is agreed that sales for cash or on credit to a wholesaler, retailer, or user of property the same as or similar to the Equipment at public or private sale are all commercially reasonable means of disposition of the Equipment by the Seller if the Seller exercises its remedies under this Agreement. (e) Notice of Disposition: Unless the Equipment is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Seller shall give the Buyer notice of the time and place of any public sale of any of the Equipment or of the time after which any private sale or any other intended disposition thereof is to be made by sending notice, first-class postage prepaid and addressed to the Buyer at the latest address of Buyer appearing on the records of the Seller at least five days before the time of the sale or other disposition, which provisions for notice the Buyer and Seller agree are reasonable. (f) Application of Proceeds: Any proceeds of sale of any of the Equipment may be applied by the Seller to the payment of expenses in connection with the Seller's repossession, holding, conditioning for sale and sale of the Equipment, including reasonable attorney's fees and legal expenses, whether or not litigation is actually commenced and including the representation of Seller in proceedings of any nature under the Bankruptcy Code and any balance of such proceeds may be applied by the Seller toward the payment of the obligations secured by this Agreement in such order of application as the Seller may from time to time elect. Seller, may at its discretion, apply any surplus to the payment of indebtedness of Buyer to third parties claiming a secondary security interest in the Equipment. The Seller may bid and become a purchaser at any sale held pursuant to this Agreement.

Covenant to Pay Deficiency: Upon default, if the proceeds of sale or other disposition of the Equipment fail to satisfy the obligations secured by this Agreement and the reasonable expenses of repossession, holding, conditioning for sale, sale and the like, of the Equipment, including reasonable attorney's fees and legal expenses, whether or not litigation is actually commenced and including the representation of the Seller in any proceedings of any nature under the Bankruptcy Code, incurred by the Seller in connection with this Agreement or the obligations it secures, the Buyer shall be liable for any deficiency.

Miscellaneous: The Buyer and the Seller agree as follows: (a) Waiver of Certain Matters: The Buyer expressly waives all requirements of presentment, protest, notice of protest, notice of non-payment or dishonor and all diligence with respect to this Agreement. No omission on the part of the Seller with respect to any such matters shall in any manner impair or discharge the Buyer from or upon any indebtedness or obligations secured hereby. (b) Non-waiver of Certain Matters: Any failure by the Seller to exercise any right set forth in this Agreement shall not constitute a waiver thereof. Nothing in this Agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the obligations secured by it. (c) No Discharge: No party to this Agreement shall be discharged by any extension of time, the creation of additional obligations, whether or not secured hereby, or the extension or renewal of any obligation secured hereby, the taking of further security, releases of a part or all of the property securing any obligation created pursuant to this Agreement, extinguishment or release of the security interest created by this Agreement as to all or any part of the Equipment, or any other act except a release or discharge of the security interest upon the full payment of the obligations secured by this Agreement including charges, expenses, fees, costs and interest. (d) Succession: This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Buyer and the Seller. (e) Governing Law: The rights and duties of the parties under this Agreement (except as otherwise specified herein) shall be governed by the law of the State of Missouri, including its provisions governing conflicts of laws.

SCHEDULE 'A'

This schedule is to be attached to and become part of Conditional Sale Contract dated

_____ , 19____ , between the undersigned.

BOOK **527** PAGE **273**

QUANTITY	DESCRIPTION OF EQUIPMENT	QUANTITY	DESCRIPTION OF EQUIPMENT
1	HS-60K	1	VS-374
	HS-40K		375
	VS-20		392
	HS-600		393
4	MAN-1455		394
			395
1	VS-315 DS	1	VS-1375 30 DS
2	VS-344 DS		1625 30 DS
1	VS-374 DS		1875 30 DS
1	KT-312		2000 30 DS
4	KT-344		2125 30 DS
1	KT-375		1375 45 DS
5	VS-150	2	1625 45 DS
1	VS-310		1875 45 DS
	311		2000 45 DS
	312		2125 45 DS
	313		1375 60 DS
	314		1625 60 DS
	315		1875 60 DS
	316		2000 60 DS
4	342		2125 60 DS
	372		2375 60 DS
	373		1625 45 DS
			2000 45 DS
			2375 45 DS

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

Seller
Phyllis Piskin _____ (L.S.)
(Signature if individual; typed name if other than individual)

By _____ (L.S.)
(Signature & title if not individual)

Buyer
Walter W. Hunt _____ (L.S.)
(Signature if individual; typed name if other than individual)

By _____ (L.S.)
(Signature & title if not individual)

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 May 13, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR -

Name James A. Baker & Priscilla W. Baker
Address P.O. Box 326 Edgewater, Maryland 21037

2. SECURED PARTY

Name Lusby Motor Company
Address P.O. Box 810 Prince Frederick, Maryland 20678

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

3. Maturity date of obligation (if any) June 20, 1992

- 4. This financing statement covers the following types (or items) of property: (list)
 - 1- John Deere 755 2 WD Tractor # M00755B362126
 - 1- 60" Mid Mt. Mower # 557052

RECORD FEE 1.25
POSTAGE .30
#120830 CTT INR T1000
05/27/88

The seller(secured party) has assigned his rights hereunder to:
John Deere Company- 701 Georgesville Road, Columbus, Ohio 43228-2499

BHM

CHECK THE LINES WHICH APPLY

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

James A. Baker

(Signature of Debtor)

James A. Baker
Type or Print Above Name on Above Line
Priscilla W. Baker

(Signature of Debtor)

Priscilla W. Baker
Type or Print Above Signature on Above Line

Charles H. Lusby

(Signature of Secured Party)

Charles H. Lusby (Lusby Motor Co.)
Type or Print Above Signature on Above Line

12.00
.50

BOOK 527 PAGE 275

272972

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) Litchfield Welding 2545 Mountain Road Pasadena, Md. 21122	2. Secured Party(ies) and address(es) Chesapeake Welding Supply 1700 S. Newkirk Street Baltimore, Md. 21224	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE \$1.00 #135590 0777 R04 111451 05/27/88 EAM
---	--	---

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

2 - RC 450 RVS Power Sources
Serial # 87WS18206
87WS18280

5. Assignee(s) of Secured Party and Address(es)
WORLDWIDE LEASING COMPANY
600 West Main Street
Troy, Ohio 45373

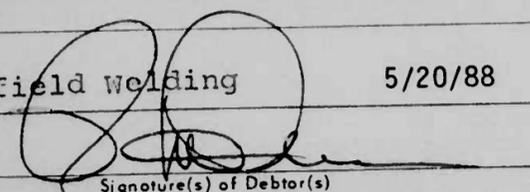
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest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

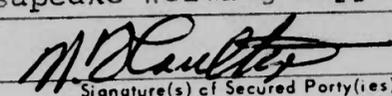
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Litchfield Welding 5/20/88

Chesapeake Welding supply 5/20/88

By:  Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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)
MORELAND, WAYNE DBA-MORELAND F
5125 MORELAND LANE
LOTHIAN MD 20820
217384457 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): 06AUG93
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 263131
Filed with ANNE ARUNDEL MD BK 501 PG 336 Date Filed 06AUG86

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

RECORD FEE 10.00
POSTAGE .50
#139580 0777 004 111751
05/27/88

10.

Number of Additional Sheets Presented: 20MAY88

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]*
Signature(s) of Secured Party(ies)

Manager, Processing
John Deere Company

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

272373

MARYLAND FINANCING STATEMENT

BOOK 527 PAGE 277

(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: Mid Atlantic Wood Preservers, Inc.
(Name or Names)

P.O. Box 58 Shipley Ave., Harmons, MD 21077
(Address)

LESSEE: _____
(Name or Names)

(Address)

2. LESSOR: MCCALL HANDLING CO.
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

RECORD FEE 11.00

3. ASSIGNEE (if any) of LESSOR: Mercantile Safe-Deposit and Trust Co.
Two Hopkins Plaza
Baltimore, MD 21203

POSTAGE .30

8139560 0777 R04 111347

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

(1) Hyster Model H155XL
Serial Number F006A02592J

BJM

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

LESSEE

LESSOR

Mid Atlantic Wood Preservers, Inc.

MCCALL HANDLING CO.

By: Bernard Liedman (Title)
BERNARD LIEDMAN

By: Janet L. Kuhn (Title)
JANET L. KUHN

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return to: MCCALL HANDLING CO.
3900 VERO ROAD
BALTIMORE, MARYLAND 21227

175

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 5/24/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MUSIC HOUSE, INC.

Address 360 Harundale Mall Glen Burnie, MD 21061

2. SECURED PARTY

Name Chrysler First Diversified Credit, Inc.

Address P.O. Box 790 Rancho Cordova, CA 95741-0790

Person And Address To Whom Statement Is To Be Returned 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 the following goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of, but not limited to, guitars, amplifiers, speakers, mixing consoles, speaker enclosures, microphones, drums, keyboard instruments, monitor systems and the like, including parts, accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Fender Musical Instruments Corp.

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 1.10

RECORD FEE 7.90

POSTAGE .30

#139480 CTTY R04 T11137

RHM 05/27/88

James M. Eder
(Signature of Debtor)

James M. Eder / Music House, Inc.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Greg Hanavan 5/24/88
(Signature of Secured Party)

Greg Hanavan/Chrysler First Diversified Credit, Inc.

Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272975

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

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

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

This financing statement Dated 5/3/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardware Village Inc.

Address 7936 Crain Highway, South, Glen Burnie, MD 21061

2. SECURED PARTY

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) RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list) 1139460 C777 R04 T1110

1 Jarvis EZ 1/36 phone system including all cable and accessories for installation

Name and address of Assignee RHM

Conditional Sales Contract Secured Party Seller of Collateral

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor Howard D. Peterson, President Type or Print Above Name on Above Line

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

Signature of Secured Party Gary H. Boxer, Vice President Type or Print Above Signature on Above Line

273302

PRINT OR TYPE ALL INFORMATION

BOOK 527 PAGE 280

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.

Charles Hildebrand Masonry Company
1686 Winchester Road
Annapolis, MD 20401

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

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

Name & address of Secured Party

Siems Rental & Sales Co., Inc.
3683 Clipper Mill Road
Baltimore, MD 21211

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, #420 RECORD FEE 11.00
Richmond, VA 23288 POSTAGE .50

Date of maturity if less than five years

Check if proceeds of collateral are covered
)

Description of collateral covered by original financing statement

One Lull Model 522-4 Highlift SN/A8E6B4-221
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.
EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

RHM

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:

Charles Hildebrand Masonry Company

Signature of Debtor if applicable (Date)

Charles Hildebrand
Charles Hildebrand, Pres.

Siems Rental & Sales Co., Inc.

Signature of Secured Party if applicable (Date)

Wendy Allen

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 527 PAGE 281

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 272376

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 X 5/3/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Pasadena Hardware, Inc. VILLAGE MP

Address 4161 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

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)

36 MP
1 Jarvis EZ 1/18 phone system including all cable and accessories for installation.

Name and address of Assignee
BHM (5/17/88)

Conditional Sales Contract Secured Party Seller of Collateral

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]
(Signature of Debtor)
Howard D. Peterson, President
X HOWARD PETERSON
Type or Print Above Name on Above Line

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

[Signature]
(Signature of Secured Party)
Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line

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)
Jenkins, Joseph H.
3060 Perch Drive
Riva, MD 21140

2. Secured Party(ies) and address(es)
Society For Savings
1290 Silas Deane Highway
Wethersfield, Ct.

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

RECORD FEE 10.00
#139440 DT77 R04 T11235
05/27/86

PAID

4. This statement refers to original Financing Statement bearing File No. 500-29
Filed with Anne Arundel Co. Date Filed 7/14 19 86

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

28/8/85

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

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

By: *Christina K Perez*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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

1. Debtor(s) (Last Name First) and address(es)
Carlson, Gilman R. & Mary
1913 Dulany Palce
Annapolis, MD 21403

2. Secured Party(ies) and address(es)
Society For Savings
1290 Silas Deane Hwy.
Wethersfield, Ct.

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

RECORD FEE 10.00
POSTAGE .50

#139400 CTTT R04 T11134

4. This statement refers to original Financing Statement bearing File No. 260224
Filed with Anne Arundel Co. Date Filed 1/31/ 19 86

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

5/20/88

No. of additional Sheets presented:

SOCIETY FOR SAVINGS

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

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

1050

This **FINANCING STATEMENT** is presented for filing pursuant to the Nevada Uniform Commercial Code

1. DEBTOR (LAST NAME FIRST) WILLOW ENTERPRISES, INC.		BOOK 527	PAGE 254	1A. SOCIAL SECURITY OR FEDERAL TAX NO. 272078
1B. MAILING ADDRESS 118 ROESLER ROAD		1C. CITY, STATE GLEN BURNIE, MARYLAND		1D. ZIP CODE
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE		1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)			2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE		2D. ZIP CODE
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE		2G. ZIP CODE
3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)			3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)		4A. CITY, STATE		4B. ZIP CODE
5. SECURED PARTY NAME IGT MAILING ADDRESS 520 SO. ROCK BLVD. CITY RENO STATE NV ZIP CODE 89502			5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. 88-0062109	
6. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE			6A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

7. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown and name of record owner of such real estate, if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted. , and secured party has a security interest in: Equipment described in attached sales invoice #36839, and any other similar collateral hereafter acquired from IGT.

(Description of exact model and serial numbers to follow on UCC-2)

7A. _____ SIGNATURE OF RECORD OWNER	7C. \$ _____ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)			
7B. _____ (TYPE) RECORD OWNER OF REAL PROPERTY				
8. Check <input checked="" type="checkbox"/> if Applicable	A <input type="checkbox"/> Proceeds of collateral are also covered	B <input type="checkbox"/> Products of collateral are also covered	C <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected	D <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction
9. Check <input checked="" type="checkbox"/> if Applicable	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403			

10. (Date) 11/12/87 19__

WILLOW ENTERPRISES, INC.

By: [Signature] - Sec. Treas (TITLE)

Louis Wilner

By: [Signature] Credit Manager (TITLE)

Larry Freeman

11. Return Copy to

NAME LARRY FREEMAN

ADDRESS IGT

CITY, STATE 520 So. Rock Blvd.

AND ZIP RENO, NV 89502

12. This Space for Use of Filing Officer (Date, Time, File Number and Filing Officer)

SUB-TOTAL

TAX

TOTAL

(1) FILING OFFICER COPY - ALPHABETICAL
UNIFORM COMMERCIAL CODE-FORM UCC-1 (REV. 7-77)

Approved by the Nevada Secretary of State

FILING FEES
SEE INSTRUCTIONS

THIS SPACE FOR USE OF FILING OFFICER



International Game Technology

380 SO. ROCK BLVD.
P.O. BOX 10880
RENO, NEVADA 89510
PHONE 702-353-8080 TWX 910-385-7014

118 S. ...
... 21001

SAME

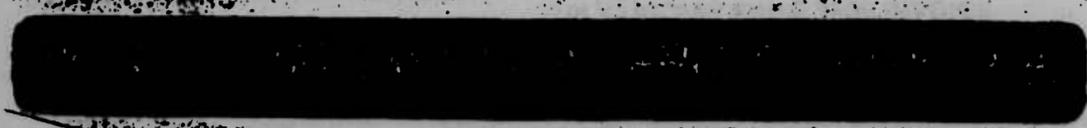
PRO- R.N.E. 2480764143

BOOK 527 PAGE 285

ORDER	DATE SHIPPED	PREPAID	PREPAID ADD	COLLECT	SALESMAN	36839
CUST.	SHIP VIA	F.O.B.	TERMS	INVOICE DATE		

QTY	DATE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
25	20 5	.25 Model 7170AD8 Draw 80	1,250.00	\$25,000.00
		519513, 519523, 519525, 521265, 521266, 521267		
		521268, 521270, 521271, 525272, 521273, 521274		
		521275, 521276, 521277, 521278, 521282, 521283		
		519522, 521264		
10	0 10	.25 Model 7170AC8 O.C. Castle	1,250.00	0.00

PLEASE PAY FROM THIS INVOICE



SUB-TOTAL	
TAX	
TOTAL	\$25,000.00

COST ACCOUNTING

IR* 559



International Game Technology

520 SO. ROCK BLVD.
P.O. BOX 10580
RENO, NEVADA 89510
PHONE 702-323-5080 TWX 910-385-7014

BOOK 527 PAGE 286

Willow Enterprises
118 Roanoke Rd.
Glen Burnie, Md. 21061

SAME

ATTN.

ORDER 55597	DATE SHIPPED 11/23/87	PREPAID <input type="checkbox"/>	PREPAID ADD <input type="checkbox"/>	COLLECT <input checked="" type="checkbox"/>	SALESMAN Johnson	37001
CUST.	SHIP VIA YELLOW FREIGHT	F.O.B. Reno, Nevada	TERMS	INVOICE DATE		

QUANTITY DUE	QUANTITY SHIPPED	BACK ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
5	5	0	.25 Model 7170RDS Draw 80 516549✓, 519502✓, 521263✓, 521494✓, 521531✓	1,250.00	6,250.00
10	10	0	.25 Model 7170RCS Q.C. Castle 516544✓, 519521✓, 519528✓, 521248✓, 521257✓, 521258✓ 521259✓, 521492✓, 522091✓, 522093✓	1,250.00	12,500.00

PLEASE PAY FROM THIS INVOICE

INTERNATIONAL GAME TECHNOLOGY
RESERVED TO ACCOUNTS DEPT. THE FINANCE CHARGE IS COMPUTED BY A PERCENTAGE RATE OF 1.5% PER MONTH. PERCENTAGE RATE APPLIED TO THE UNPAID BALANCE EXCEPTING CASH.

SUB-TOTAL	
TAX	
TOTAL	\$18,750.00

272379

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

FINANCING STATEMENT

1. Debtor: NATIONAL NAUTILUS AND NUTRITION, INC.
D.B.A. NATIONAL FITNESS CENTERS
7963 Baltimore and Annapolis Boulevard
Glen Burnie, Maryland 21061

2. Secured Party: RAINBOW FINANCIAL CORPORATION, INC.
700 North Charles Street, Suite E-115
Baltimore, Maryland 21201

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

Accounts and Contract Rights. All of the Debtor's accounts and Contract Rights arising out of the sales of memberships in debtor's Fitness Center (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 contract rights or accounts, the sale of which shall have given or shall give rise to an account and all cash and non-cash proceeds.

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 (X) are () are not covered.

Debtor
NATIONAL NAUTILUS AND NUTRITION, INC.

Secured Party
RAINBOW FINANCIAL CORPORATION,
INC.

BY: Lawrence A. Ray, President
LAWRENCE A. RAY, PRESIDENT

BY: Ben Fuller, President
BEN FULLER, PRESIDENT

TO THE FILING OFFICER: AFTER THIS STATEMENT HAS BEEN RECORDED
PLEASE MAIL TO: W. MICHAEL SEGANISH, 222 BOSLEY AVE., SUITE
B-5 TOWSON, MARYLAND 21204

W. MICHAEL
SEGANISH
ATTORNEY AT LAW
COURTHOUSE COMMONS
222 BOSLEY AVE. SUITE B-5
TOWSON, MARYLAND 21204

301-337-2000

1250

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 275,000.00
277380

FINANCING STATEMENT

1. Debtor(s):

Dixie Paper Box Company, Inc.
Name or Names--Print or Type
7358 Baltimore Annapolis Blvd., Anne Arundel Co., Glen Burnie, Md.
Address--Street No. City-County State Zip Code 21061

Name or Names--Print or Type

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

2. Secured Party:

Mercantile-Safe Deposit & Trust Company
Name or Names--Print or Type
2 Hopkins Plaza, 2nd floor, Baltimore City, Maryland 21201
Address--Street No. City-County State Zip Code

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

1987 Bobst Foler/Gluer Model Domino 90-Matic S/N 0332-015-01
with Speed Folder attachment, Dust Blower attachment
and Registron S-2000 System

4. If collateral is crops, describe real estate.

RECORD FEE 11.00
RECORD TAX 1925.00
POSTAGE .30
#139330 0777 004 111121

05/27/81
RHM

5. Proceeds of collateral are are not covered.

6. Products of collateral are are not covered.

Debtor(s): Dixie Paper Box Company, Inc.

Secured Party:

Arthur N. Morris Jr.
(Signature of Debtor)

ARTHUR N. MORRIS JR.
Chairman of the Board
Type or Print

(Signature of Debtor)

Type or Print

Mercantile-Safe Deposit & Trust Company
(Company, if applicable)
Mark G. Pohlhaus, V.P.
(Signature of Secured Party)

Mark G. Pohlhaus, Vice President
Type or Print (Include title if Company)

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

Name and Address Mark G. Pohlhaus
Vice President
Mercantile-Safe Deposit & Trust Company
P.O. Box 1477
Baltimore, Maryland 21203

11
1925.50

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

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

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

Index numbers of subsequent statements (For office use only)

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

Simpson Electrical Company, Inc.
P.O. Box 1603
Annapolis, MD 21404

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

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

RECORD FEE 11.00
POSTAGE .50

#136370 CITY 104 111720

2/11/80

Name & address of Secured Party

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

Name & address of Assignee

Associates Commercial Corporation
8002 Discovery Drive, Suite 420
Richmond, VA 23229

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 1400B Loader Backhoe S/N 320491
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:

Simpson Electrical Company, Inc.

Baldwin Service Center, Inc.

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

J. H. Tice PRHS
J. H. Tice, Pres.

Khada L. Baldwin
Chairman of the Board

\$ 10.50

BOOK 527 PAGE 290

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 249904.....;

Record Reference: Liber 468..... Folio 50.....;

Date of Filing: November 21, 1983.....

- 2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

T & H Electric, Inc.

Address

7600 McCarron Court
Hanover, MD 21076

- 3. The name and address of the Secured Party of Record is:

The Citizens National Bank
390 Main Street
Laurel, Md 20707

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

The Citizens National Bank

Dated: April 25, 1988,, 19.....

By: Marilyn F. Horton
Marilyn F. Horton

** RETURN TO:
THE CITIZENS NATIONAL BANK
390 Main Street
Laurel, MD 20707

Type or print all names
and titles under signatures.

ILD-121-3M

1850

RECORD FEE 10.00
TOTAL 10.00
#138190 CITY RM# 109130
05/27/88

BHM

RECORD FEE 10.00
POSTAGE .30
#138190 CITY RM# 109130
05/27/88

FINANCING RECORDS-ANNE ARUNDEL COUNTY MARYLAND

Not subject to Recordation Tax

272909

FINANCING STATEMENT

1. Debtor: Address:
 W. HOWARD ROOKS c/o Mount Vernon Realty, Inc.
 6000 Stevenson Avenue
 Alexandria, Virginia 22304

2. Secured Party: Address:
 FIRST AMERICAN BANK OF 8401 Colesville Road
 MARYLAND Silver Spring, Maryland 20910
 Attn: Real Estate Department

3. THIS FINANCING STATEMENT COVERS:

RECORD FEE 13.00
 POSTAGE .50
 #187230 C237 R02 T15:14
 05/27/88

RAM

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards

1300

and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

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

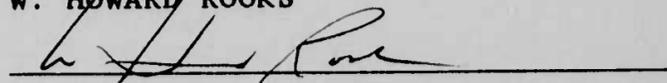
4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated May 3, 1988, given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

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

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

W. HOWARD ROOKS



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

Natalie A. Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

EXHIBIT A

PARCEL #1

BOOK 527 PAGE 293

All those lots of ground situate in the City of Annapolis, Sixth District of Anne Arundel County, Maryland in the development known as "Baytowne Village", and being the same parcels of land conveyed by Realty Growth Investors to Baytowne Corporation by a deed dated January 3, 1978, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3045, folio 804. See also plats recorded among the Land Records of Anne Arundel County in Plat Book 67, folios 37 thru 46, inclusive.

SAVINGS AND EXCEPTING all those lots of land conveyed by Baytowne Corporation to Ryland Group, Inc. by a Deed dated May 4, 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3076, folio 505.

PARCEL #2

All those lots of ground situate, lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland, known as the subdivision of "Baytowne Village" and being the same tract of land conveyed by Ban Bell Companies, Inc. to Realty Growth Investors by Articles of Transfer duly filed in the Office of The State Department of Assessments and Taxation in Liber 2157, folio 482, on March 11, 1975. See also plats recorded among the Land Records of Anne Arundel County in Plat Book 67, folios 37 thru 46, inclusive.

SAVING AND EXCEPTING the following described property: (1) All that tract of land conveyed by Realty Growth Investors to Baytowne Corporation by a Deed dated January 3, 1978, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3045, folio 804. (2) All that tract of land conveyed by Realty Growth Investors to Baytowne Village Homeowners Association, Inc. by a Deed recorded on August 29, 1978, among the Land Records of Anne Arundel County, Maryland in Liber 3118, folio 579.

ADD: nat
4/28/88

FTG # 3255D

FAOXXX76.FIS

BOOK 527 PAGE 294

FINANCING RECORDS-ANNE ARUNDEL COUNTY MARYLAND

272300

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:
 W. HOWARD ROOKS c/o Mount Vernon Realty, Inc.
 6000 Stevenson Avenue
 Alexandria, Virginia 22304

2. Secured Party: Address:
 FIRST AMERICAN BANK OF 8401 Colesville Road
 MARYLAND Silver Spring, Maryland 20910
 Attn: Real Estate Department

3. THIS FINANCING STATEMENT COVERS:

RECORD FEE 13.00
 POSTAGE .50
 #187240 C237 R02 T15:14
 05/27/88

RHM

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards

13.00

ABD:nak
4/28/88

FAOXXX80.FIS
BOOK 527 PAGE 295

and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

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

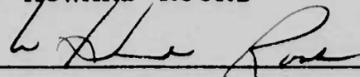
4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated May 3, 1988, given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

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

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

W. HOWARD ROOKS



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

Natalie A. Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

EXHIBIT A

BOOK 527 PAGE 296

PARCEL #1

All those lots of ground situate in the City of Annapolis, Sixth District of Anne Arundel County, Maryland in the development known as "Baytowne Village", and being the same parcels of land conveyed by Realty Growth Investors to Baytowne Corporation by a deed dated January 3, 1978, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3045, folio 804. See also plats recorded among the Land Records of Anne Arundel County in Plat Book 67, folios 37 thru 46, inclusive.

SAVINGS AND EXCEPTING all those lots of land conveyed by Baytowne Corporation to Ryland Group, Inc. by a Deed dated May 4, 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3076, folio 505.

PARCEL #2

All those lots of ground situate, lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland, known as the subdivision of "Baytowne Village" and being the same tract of land conveyed by Ban Bell Companies, Inc. to Realty Growth Investors by Articles of Transfer duly filed in the Office of The State Department of Assessments and Taxation in Liber 2157, folio 482, on March 11, 1975. See also plate recorded among the Land Records of Anne Arundel County in Plat Book 67, folios 37 thru 46, inclusive.

SAVING AND EXCEPTING the following described property: (1) All that tract of land conveyed by Realty Growth Investors to Baytowne Corporation by a Deed dated January 3, 1978, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3045, folio 804. (2) All that tract of land conveyed by Realty Growth Investors to Baytowne Village Homeowners Association, Inc. by a Deed recorded on August 29, 1978, among the Land Records of Anne Arundel County, Maryland in Liber 3118, folio 570.

FINANCING STATEMENT

273023

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 \$100,800.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

George E. Finkner and
Norma E. Finkner, his wife,

ADDRESS:

588 College Parkway
Annapolis, Maryland 21401

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

RECORD FEE 15.00

POSTAGE .50

#140070 0777 804 T141-41

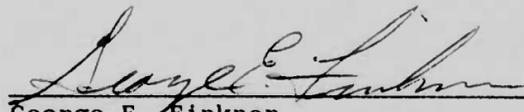
05/27/88

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:

- 5
- 50
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.
- RAM

- 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 588 C, COLLEGE PARKWAY PLACE 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: February 9, 1988


George E. Finkner (SEAL)


Norma E. Finkner (SEAL)

AFTER RECORDATION, RETURN TO:

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

SCHEDULE A

BOOK 527 PAGE 299

30342

BEING KNOWN AND DESIGNATED as Unit 588 C, College Parkway Place Office Center, a Condominium, as set forth in Declaration establishing a plan for Condominium ownerships of College Parkway Place Office Center, a Condominium, dated November 12, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4499, folio 672, and shown on those plats entitled College Parkway Place Office Center, a Condominium, as plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book 36, folio 34, 35 and 36, inclusive, together with an undivided interest in the common element as defined in the By-Laws of College Parkway Place Office Center. Being in the 3rd Election District of aforesaid County.

LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20708
(301) 459-4000

FINANCING STATEMENT

File No 273001

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Frontier Technologies, Inc. 2444 Solomons Island Rd. Suite 205 Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Renée Vick P.O. Box 17063</u></p> <hr/> <p>Return to Secured Party</p>
---	---

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Systems Engineering (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. Assignment of Contract Receivables created by Contract #A-13294-80440 with Autometric, Inc., 5301 Shawnee Rd., Alexandria, VA. 22312. Sub-contract under a prime contract between The National Security Agency-MD Procurement Office and Autometric, Inc. Contract MDA904-85-G-2016 Job Order JO-3085

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: \$ 25,000.00

See Recordation Tax Calculation Attached

DEBTOR:

Frontier Technologies, Inc.
(Type Name)

By: *Genevieve A. Houston-Ludlum*
Genevieve A. Houston-Ludlum, President

By: _____

SECURED PARTY:

SIGNET BANK/MARYLAND

By: *Steven E. Zelenak*

Steven E. Zelenak, Assistant Vice President
(Type Name)

MAY 24 1988
(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.
\$25.50 5-25-88

15
14-
50

RECORD FEE 11.00
RECORD TAX 14.00
TOTAL 25.00
MAY 27 1988
RJM

TO: Clerk of the Circuit Court
Anne Arundel County

Value of equipment,
other non-exempt
property----- $\$2,795 \times \$25,000 = \underline{\$1,650}$

Total Value of
all collateral $\$42,645$

Amount not exempt from tax = \$1,650.00

Tax paid = \$36.50

Frontier Technologies, Inc.

By: *Genevieve Houston Bealla*

Date: 24 MAY 88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14096

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1332.37

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

This financing statement Dated 5-25-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES P. LAMPLE, III
Address 7798 POPLAR GROVE RD. SEVERN, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

Firearms - 12 gauge
Stereo Eqp. - Technics
Livingroom Furn.

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 10.30
POSTAGE .30
B140610 C777 R04 715117
RAM (5/27/88)

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)

Signature of Debtor
JAMES P. LAMPLE, III
Type or Print Above Name on Above Line

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

Signature of Secured Party
GINA JORDAN C.S.R.
Type or Print Above Signature on Above Line

11 1050

272393

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 205,875.55

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 Kop-Flex, Inc.

Address P. O. Box 1696

2. SECURED PARTY

Name Chrysler Capital Corporation

Address Penn Center West - One, Suite 402, Pittsburgh, PA 15276

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) _____

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

One (1) Toyoda Model FH55 Horizontal Machining Center S/N NM6287; and all present and future additions, accessions, substitutions and replacements thereto.

1130420 CITY NO 115149

27/08

RJM

RECORDATION TAX IS BEING PAID TO THE SECRETARY OF STATE OF MARYLAND IN THE AMOUNT OF \$679.80.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

KOP-FLEX, INC.

J. E. Stevenson Jr
(Signature of Debtor)

James E. Stevenson Jr
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CHRYSLER CAPITAL CORPORATION

Karen A. Kirsch
(Signature of Secured Party)

Karen A. Kirsch

Type or Print Above Signature on Above Line

112

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) Carlson, Gilman R. & Mary 1913 Dulany Palce Annapolis, MD 21403	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Hwy. Wethersfield, Ct.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>267637</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>5/19</u> 19 <u>87</u>		RECORD FEE 10.00 POSTAGE
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

5/20/88

PAID

No. of additional Sheets presented:

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

By: Christina K. Perez Signature(s) of Secured Party(ies)

SOCIETY FOR SAVINGS

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT

File No 272304

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Frontier Technologies, Inc. 2444 Solomons Island Road Suite 205 Annapolis, MD. 21401</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Renée Vick P.O. Box 17063</u></p> <hr/> <p>Return to Secured Party</p>
---	---

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Systems Engineering (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:

See Schedule A attached hereto and made a part hereof.

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

RECORD TAX 280.00

POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 40,000.00

RECORDATION TAX 11.50

RECORDATION FEE 11.00

RAM

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Frontier Technologies, Inc.
(Type Name)

By: Steven E. Zelenak

By: Genevieve A. Houston-Ludlam
Genevieve A. Houston-Ludlam, President

By: Steven E. Zelenak
Steven E. Zelenak, Assistant Vice President
(Type Name)

By: _____

24 MAY 1908
(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.

IF
580
SW

SCHEDULE A

The following is a list of Digital Equipment Corporation computer hardware, maintenance agreements and software licenses:

ITEM	QTY	MODEL NUMBER AND DESCRIPTION	UNIT PRICE NET	NET AMOUNT
1	1	SV-LV55U-EK GPX 8PLN COLOR BA123 5MB 120V Includes 1-year Basic Service Annual Field Service Warranty FM-WRNTY-24 Extended Warranty	\$39,950.00 \$5,400.00	\$39,950.00
2	1	MS630-CA 8MB PARITY MEMORY Includes 1-Year Return-to-Digital	\$3,183.00	\$3,183.00
3	1	RD53A-BA RD 53 WITH CABLES FOR BA123 Includes 1-year DEC service Annual Field Service Warranty FM-WRNTY-24 Extended Warranty	\$3,990.00 \$540.00	\$3,990.00
4	1	Z4AAB-C5 BA123 OWNR/TECH MAN DIAG TK 50	\$210.00	\$210.00
5	1	Q4001-H5 VMS UPD TK50	\$1,575.00	\$1,575.00
6	1	Q4100-UZ VAX FORTRAN VS LIC/W	\$819.00	\$819.00
7	1	Q4100-H5 VAX FORTRAN UPD TK50	\$630.00	\$630.00
8	1	Q4810-UZ VAX GKS LIC/W	\$945.00	\$945.00
9	1	Q4810-H5 VAX GKS UPD TK50	\$735.00	\$735.00
10	1	Q4A96-H5 VWS UPD TK50	\$840.00	\$840.00
11	1	Q4850-UZ VAX SPM LIC S/WARE	\$945.00	\$945.00
12	1	Q4850-H5 VAX SPM/VMS UPD TK50	\$630.00	\$630.00
		SUBTOTAL		\$54,452.00
		NET TOTAL AMOUNT		\$54,452.00

527 PAGE 306

DATE: 24 MAY 88

Frontier Technologies, Inc.
By: Genevieve Houston-Ludlam
Genevieve A. Houston-Ludlam

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 20,000.00

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

This financing statement Dated 5/5/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ADVERTISING ASSISTANTS
 Address 1160 SPA RD., SUITE 2B ANNAPOLIS MD 21403

2. SECURED PARTY

Name JEFFERSON BANK AND TRUST COMPANY
 Address 7505 GREENWAY CENTER DRIVE GREENBELT, MD 20770

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

3. Maturity date of obligation (if any) _____

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

ALL ACCOUNTS RECEIVABLE, INVENTORY, FURNITURE, FIXTURES AND LEASEHOLD IMPROVEMENTS NOW OWNED OR HEREAFTER ACQUIRED.

RECORD FEE 11.00
 RECORD TAX 140.00
 POSTAGE .50
 #140670 DT77 R04 T15151
 05/21/88

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)

ADVERTISING ASSISTANTS
D. Clark
 (Signature of Debtor)

Dave Clark
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

JEFFERSON BANK & TRUST COMPANY

[Signature]
 (Signature of Secured Party)

 Type or Print Above Signature on Above Line

pick up with et al

11-140-80

1394

TO BE } CROSS INDEXED
 NOT TO BE } IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF
 NOT SUBJECT TO } \$ 252306

FINANCING STATEMENT

1. Debtor(s):

Ruth M. Lauterbach
Name or Names—Print or Type

322 Anwood Rd. Pasadena 21122
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

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

2. Secured Party:

SEARS ROEBUCK & CO.
Name or Names—Print or Type

6650 Ritchie Hwy Glen Burnie, Md. 21061
Address—Street No., City / County State Zip Code

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

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

322 Anwood Rd.
Pasadena, Md. 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

RECORD FEE \$13.00
POSTAGE .50
M140720 CITY R04 113453
05/27/01

RAM

DEBTOR(S):

Ruth M. Lauterbach Lee
(Signature of Debtor)

Ruth M. Lauterbach-lee
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Sears, Roebuck and Company
(Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)

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

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

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

13.00

13.00

RECORD FEE 15.00

POSTAGE .00

RECORDING TAX ON PRINCIPAL AMOUNT OF \$

WO

TO BE } CROSS INDEXED
IN
 NOT TO BE } LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$

272337

FINANCING STATEMENT

1. Debtor(s):

MR & MRS GEORGE S. HINES
Name or Names—Print or Type
4 COLONIAL DR LINTHICUM, MD 21090
Address—Street No., City - County State Zip Code

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

2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

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

ROOFING & GUTTER IN ACCORDANCE WITH SEARS PROPOSAL

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

RESIDENTIAL DWELLING
4 Colonial Dr. Linticum, Md. 21090

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

x George S. Hines
(Signature of Debtor)

George S. Hines
Type or Print

Inez V. Hines
(Signature of Debtor)

Inez V. Hines
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

[Signature]
(Signature of Secured Party)

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

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

MAIL TO:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

1520

A.A.G.
1520

TO BE
 NOT TO BE

CROSS INDEXED
 [REDACTED] IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 272993

FINANCING STATEMENT

1. Debtor(s):

JOHN L. WATSON
Name or Names—Print or Type

625 GAYLE DR LINTHICUM, AA, MD 21090
Address—Street No., City - County State Zip Code

KUM C. WATSON
Name or Names—Print or Type

625 GAYLE DR LINTHICUM, AA, MD 21090
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS, ROEBUCK & CO
Name or Names—Print or Type

6650 RITCHIE HWY GLEN BURNIE, AA, MD 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 105,000 BTU GAS FURNACE AND 31,100 BTU HIGH EFFICIENCY CENTRAL AIR CONDITIONING INSTALLED

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

625 GAYLE DR SINGLE FAMILY DWELLING
LINTHICUM, MD 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

WO
RUM

RECORD FEE 15.00
POSTAGE .50
#140740 DT77 DM4 T13434
(5/27/74)

DEBTOR(S):

[Signature]
(Signature of Debtor)

JOHN L. WATSON
Type or Print

Kum C. Watson
(Signature of Debtor)

KUM C. WATSON
Type or Print

SECURED PARTY:

SEARS, ROEBUCK & CO
(Company, if applicable)

[Signature]
(Signature of Secured Party)

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

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

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

1550

A.A.C. 1550

272333

FINANCING STATEMENT

BOOK 527 PAGE 311

1. Name & Address of Debtor: COMACS DEVELOPMENT COMPANY, INC. A/K/A COMACS DEVELOPMENT COMPANY
2759 West Chesapeake Avenue
Dunkirk, Maryland 20754

COMACS, INC.
2759 West Chesapeake Avenue
Dunkirk, Maryland 20754

2. Name & Address of Secured Party: RICHARD H. BRENTZEL
4305 Tenthouse Ct
West River, MD 20778

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

(a) All rights, title and interest that Debtor now has, or may hereafter have, or that may accrue from that certain Joint Venture Agreement dated March 20, 1987, by and between Mayjack, Inc. and Comacs Development Company.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

Debtor:	Secured Party:	RECORD FEE	13.00
COMACS DEVELOPMENT COMPANY, INC. A/K/A COMACS DEVELOPMENT COMPANY	RICHARD H. BRENTZEL	POSTAGE	.50
		W274590 0055 R01 T09#27	
			05/31/88

BY: D. L. Mattia

BY: Richard H Brentzel *RHM*

COMACS, INC.
BY: [Signature]
realest/brentzel

RETURN TO: HYATT, CHEP & PETERS, P.A.
1919 West Street, P.O. Box 1852
Annapolis, MD 21404-1852

1300
/50

FINANCING STATEMENT

1. Name & Address of Debtor: DOCKSIDE LIQUORS OF ANNAPOLIS, INC.
81 Main Street
Annapolis, MD 21401

2. Name & Address of Secured Party: MATES, INC.
16000 Wallingford
Silver Spring, MD 20906

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

(a) All inventory for sale in the ordinary course of business owned by Dockside LIquors of Annapolis, Inc. including but not limited to, all related items and accessories thereto.

(b) Proceeds of all collateral are covered.

(c) All fixtures and equipment including the alcoholic beverage license issued by City of Annapolis and the leasehold estate evidenced by that certain lease agreement dated September 19, 1985 by and between Mates, Inc. and Robert & Ellen Ward which lease has been assigned to Debtor.

4. This transaction is ~~not~~ subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland. The amount of the debt secured hereby is \$80,000.

Debtor: DOCKSIDE LIQUORS OF ANNAPOLIS, INC.
Secured Party: MATES, INC.

RECORD FEE 11.00
RECORD TAX 560.00
POSTAGE .50
#274880 0075 R01 T09+26
05/31/88

BY: Arundel W. Cherry

BY: Paul Mates **RUM**

RETURN TO: HYATT, CHEP & PETERS, P.A.
1919 West Street, P.O. Box 1852
Annapolis, MD 21404-1852

1100/500⁰⁰ 50

273021

88-5210

BOOK 527 PAGE 313

THE SECURED PARTY DESIRES THIS FINANCING
STATEMENT TO BE INDEXED AGAINST THE RECORD
OWNER OF THE REAL ESTATE

To Be Recorded In The Land
Records And In The Chattel
Records of the Local
Jurisdiction And Among The
Financing Statement Records
Of The Maryland State Depart-
ment of Assessment and
Taxation

Subject To Recording Tax On
Principal Amount of \$800,000.00
Which was Paid on Recordation
Of A Deed Of Trust To The
Clerk of The Court

RECORD FEE 25.00
POSTAGE .50
#188130 0237 R02 T11:31
05/31/88

FINANCING STATEMENT

RHM

1. Debtor: HERITAGE HARBOUR AREA 9
LIMITED PARTNERSHIP, a
Maryland limited partnership
whose only general partners
are John Gogarty and Eisinger
Hall Associates, a Maryland
partnership whose only
partners are Timothy E. Hall
and Warren A. Eisinger
7315 Wisconsin Avenue,
Suite 400E, Bethesda,
Maryland, 20815

2. Secured Party: THE NATIONAL BANK OF
WASHINGTON
619 14th Street, N.W.
Washington, D.C. 20005

3. The Debtor grants to the Secured Party a security interest
in, and this Financing Statement covers:
 - 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

2503

1128E/5-24-88
18951/223

in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All 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.
- d. All rents, profits, and benefits to the extent they may constitute contract rights, 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.

4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
5. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A", attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement.
6. The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

HERITAGE HARBOUR AREA 9 LIMITED
PARTNERSHIP, a Maryland limited
partnership

By: John Gogarty (SEAL)
John Gogarty,
general partner

By: Eisinger Hall Associates,
a Maryland partnership,
general partner

By: Timothy E. Hall (SEAL)
Timothy E. Hall,
partner

By: Warren A. Eisinger (SEAL)
Warren A. Eisinger,
partner

DATE: May 27, 1988

RECORD OWNER OF REAL ESTATE: HERITAGE HARBOUR AREA 9 LIMITED
PARTNERSHIP, a Maryland limited
partnership whose only general
partners are John Gogarty and
Eisinger Hall Associates, a
Maryland partnership whose only
partners are Timothy E. Hall
and Warren A. Eisinger

TO FILING OFFICER: After this Statement has been recorded,
please return to:

William R. Naehner
Thompson, Hine and Flory
1920 N Street, N.W.
Suite 700
Washington, D.C. 20036

LEGAL DESCRIPTION

All that certain property located in Anne Arundel County, Maryland, known and described as all of Area 9 shown on plats entitled "P.U.D. #2 Plats One and Two -- Area 9 Heritage Harbour" recorded in Plat Book 111 at folios 25 and 26, among the Land Records of Anne Arundel County, Maryland.

Mail to Wm. Raeker

Exhibit "A" 

1140E/05-26-88
18951/223

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248060

RECORDED IN LIBER 463 FOLIO 380 ON 7/11/83 (DATE)

1. DEBTOR

Name Environmental Elements Corporation

Address 3700 Koppers Street, Baltimore, MD 21202

2. SECURED PARTY

Mail to

Name American Security Bank, N.A.

Address 1501 Pennsylvania Avenue, N.W., Washington, D.C. 20013

Attention: Ms. Ruth L. Neyens, Vice President

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

3. Maturity date of obligation (if any) 7/8/88

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
---	---

<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
---	---

One (1) Do All 12" Metal Cutting Saw
I.D. # K-8138, Serial # 843

RECORD FEE 10.00
POSTAGE .50
4275380 0777 R01 T15:53
05/31/88

RLL

Dated May 23, 1988

AMERICAN SECURITY BANK, N.A.

By: *Ruth L. Neyens*
(Signature of Secured Party)

Ruth L. Neyens
Type or Print Above Name on Above Line
Vice President

15.50

3679s:2
LFH/tlf
5/23/88

BOOK 527 PAGE 319

273303

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code, to be recorded among the Land and Financing Statement Records of Carroll and Anne Arundel Counties, Maryland, and among the Financing Statement Records of The State Department of Assessments and Taxation of Maryland.

This transaction is not exempt from the recordation tax. The principal amount of the debt initially incurred is \$850,000.00. Recordation Tax on that amount has been paid with the Clerk of the Circuit Court for Carroll County, Maryland, in connection with the recordation of a Deed of Trust and Security Agreement.

RECORD FEE 18.00
POSTAGE .50
#188600 C237 R02 T12:47
05/31/88

FINANCING STATEMENT

1. DEBTOR: ELDBERSBURG INDUSTRIAL PARK
LIMITED PARTNERSHIP, a Maryland
Limited Partnership *RAM*
2. DEBTOR'S ADDRESSES: (i) MD Route 26
Eldersburg, Carroll County,
Maryland
(ii) 7779 New York Lane
Glen Burnie, Anne Arundel
County, Maryland 21061
3. SECURED PARTY: FIRST NATIONAL BANK OF MARYLAND
4. SECURED PARTY'S ADDRESS: 40 West Chesapeake Avenue
Towson, Maryland 21204
Attn: H. King Corbett
Bank Code: 111-014
Suburban North/Regional
Commercial Loans

5. This Financing Statement covers, and the Debtor grants the Secured Party a security interest in and to all of the Debtor's right, title, and interest in and to all of the tangible and intangible assets owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements or substitutions and renewals thereof including but not limited to all of the following kinds and types of property:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) Equipment;
- (e) Fixtures;
- (f) General Intangibles;
- (g) Goods;

1850

- (h) Instruments;
- (i) Inventory; and
- (j) All records relating to the above collateral

The terms "Accounts", "Chattel Paper", "Documents", "Equipment", "General Intangibles", "Goods", "Instruments", and "Inventory" as used shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended. The term "Fixtures" shall have the meaning ascribed to that term by the Common Law of Maryland.

7. This Financing Statement further covers, and the Debtor grants to the Secured Party a security interest in and to, the following kinds and types of property owned by the Debtor, or in which the Debtor has an interest, wherever located, whether now existing or hereafter acquired.

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to Real Property, including lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, counters, storage racks, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculpture, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to Real Property, including by way of example and not by way of

limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All of the proceeds of the voluntary and involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- d. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property.
- e. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payments of the contract price and performance of the terms and conditions of any contract of sale of the Real Property.
- f. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
- g. All of those plans and specifications, reviewed and approved by the Secured Party, for the construction of certain improvements upon the Real Property, including all amendments and revisions thereto.
- h. All Records relating to the herein-described collateral or the Real Property, except to the extent any or all of the foregoing may be subject to an attorney-client privilege or any other privilege recognized by law.

As used herein, the term "Deed of Trust" shall mean that certain Deed of Trust and Security Agreement of even date herewith and recorded among the Land Records of Carroll County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Deed of Trust serves as a Security Agreement which creates the security interest evidenced by this Financing Statement.

The term "Real Property" shall mean the real estate described in the Deed of Trust and also known as Ridgeway Self Storage Park of Eldersburg. Some of the above-described personal property is to be affixed to or is part of the Real Property. The Debtor is the record owner of the Real Property.

The term "Records" shall mean and include all records of every kind, type, and variety relating to the Real Property, including without limitation, all plans and specifications, correspondence, lists, invoices, compilations, statements, programs, materials, workpapers, reports, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language, except to the extent any or all of the foregoing may be subject to an attorney-client privilege or any other privilege recognized at law.

7. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

RIDGEWAY PARK LIMITED
PARTNERSHIP, a Maryland limited
partnership, by its general
partner,

for as witness
Lowell R Glazer (SEAL)

Dated: May 24, 1988

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Lawrence F. Haislip, Esquire
Royston, Mueller, McLean & Reid
102 West Pennsylvania Avenue
Suite 600
Towson, Maryland 21204

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 \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court for Anne Arundel County.

5. Debtor(s) Name(s): Vernon Hardesty
Phyllis Hardesty
 Address(es): 602 California Terrace
Gambrills, Maryland 21054

6. Secured Party: Maryland National Bank Address: Department: ACCU
 Post Office Box 987, Mailstop 500-501
 Attention: Lisa Edwards Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

RECORD FEE 2.00

CRD TAX 350.00

POSTAGE .50

Mail to

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

1982 D6 - Dozer, Serial #4X08147

Debtor: Vernon & Phyllis Hardesty

Secured Party: Maryland National Bank

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

By: Cathleen Conway (Seal)
Type name and title

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

Cathleen Conway, Vice President
Type name and title

MARYLAND NATIONAL BANK

12700
350.50

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

1840719-9001-1304

273003

527 PAGE 324

BOOK 4610 PAGE 66 ✓

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made this 28th day of April, 1988, by RICHARD WHITE, DIANE WHITE, 206 WEST CORPORATION, INC. and 206 GENERAL PARTNERSHIP, INC. (hereinafter referred to as Debtor), and ROBERT TRESKOTT and PRISCILLA TRESKOTT, the survivor of them and their assigns, (hereinafter referred to as Secured Party).

1. Grant of Security Interest. In consideration of a Note from the Debtor, payable to the Secured Party, of even date herewith and for such other and further advances, credit and loans as may be extended by the Secured Party to the Debtor, and evidenced by such Notes as may be executed by the Debtor, the Debtor grants the Secured Party a security interest in the property as more fully described in Paragraph 3.

RECORD FEE 48.00
RECORD TAX 105.00
POSTAGE .50

2. On the date hereof, the parties hereto have caused a Financing Statement to be executed for filing with the appropriate filing officer as required by the Uniform Commercial code in effect as of this date in the State of Maryland, whereby and whereunder there has been fixed for and as collateral for this Security Agreement a security interest in the property described in Paragraph 3.

#186450 0237 R02 109:00
05/27/88

3. The parties hereto agree that the Secured Party is hereby granted a Security Interest in the following property:

All furniture, fixtures, inventory, equipment, work in progress, accounts, goodwill, licenses, all stock of 206 West Corporation, Inc., and 206 General Partnership, Inc. (whether

48.00
105.50

48.50

authorized or issued), service agreements, accounts receivables, covenants and cash on hand in which the Debtor has an interest, now or hereafter existing or acquired, and wherever tangible or intangible.

4. The following terms and conditions shall also be binding upon the parties hereto:

(a) The Debtor shall keep said property insured against risks of loss or damage by fire, including extended coverage, theft and such other casualties as the Secured Party may reasonably require (including collision in the case of motor vehicles which may be a part of this Security Agreement directly or indirectly). Unless directed otherwise by the Secured Party, the amount of insurance for at least the first year subsequent to the settlement date shall be the full contract price, (less any amounts expressly attributable to goodwill and covenant not to compete in the Stock Purchase Agreement). Thereafter, the aforesaid property shall be insured for at least the remaining balance of principal and interest on the Promissory Note. Such insurance shall be in such amounts and under such forms of policies and upon such terms during the period of the indebtedness and written by companies as shall be approved by Secured Party. The Debtor shall furnish the Secured Party certificates of insurance as evidence of compliance with the provisions of this paragraph. The Secured Party shall be named as a co-insured or mortgage interest in said policies as the nature and type of situation and insurance require.

(b) That the Debtor will not permit any of said property to be removed from said premises except in the normal and routine course of the conduct of business. That all after-acquired property, including goods, wares and chattels of the same or similar class or classes as those listed herein or annexed hereto acquired by the Debtor subsequent to the execution of this Agreement and prior to its termination and that proceeds of the collateral, and all increases, substitutions, replacements, additions, and accessions to the collateral are also part of the security.

(c) That the Debtor will not permit any of said property to be misused, abused, wasted or allowed to deteriorate except for the ordinary wear and tear of its intended primary use in the business.

(d) That a breach by the Debtor or any assignee or successor of the Debtor of any of the terms or conditions of any leasehold covering the aforesaid premises shall constitute a breach of this Security Agreement to the same extent as though it were a default by the Debtor under the aforementioned Promissory Note and in the event of any such breach as aforesaid the Secured Party or successor(s) and assign(s) are hereby appointed attorney in fact for the Debtor to effectually transfer any and all of the licenses, permits, , etc., connected or in any way related with said business, including any renewal or substitution of such licenses, permits, leases, etc., issued in connection with said business. Said power to be exercised by the Secured Party only

in event of default by the Debtor in the payment of the Promissory Note, breach of any one or more of the terms and/or conditions of the leasehold or breach of any of the terms and/or conditions of this Security Agreement and to be exercised by the Secured Party in connection with the exercise of any other remedy by the Secured Party, successors and/or assigns resulting from any such default or breach.

(e) That the Debtor will not cause or permit any violation of any rule or regulation of any governing body in connection with the licenses and permits of said business, nor will the Debtor cause or permit any act which could result in a suspension or revocation of any such licenses, permits or any renewals or extensions thereof, provided, however, no suspension or revocation of such licenses and permits shall constitute a default hereunder prior to the disposition of any valid appeal thereupon.

(f) The Debtor shall keep the collateral free from all liens, claims, charges, encumbrances, taxes and assessments, judgments, etc. except any existing business loans and mortgages/deeds of trust.

(g) The reasonable expenses (including the costs of insurance and the payment of taxes or other charges) paid by the Secured Party in respect to the custody, preservation, use or operation of the collateral in his possession shall be deemed advanced to the Debtor by the Secured Party, and shall be secured by this Agreement.

5. That upon default hereunder or default in the payment of any installment of principal and/or interest on the aforementioned Note, or if at any time hereafter, whether any such installment be due or not, should any of said collateral be endangered by any reduction in the value thereof, or by any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligation hereunder; or should the Debtor become insolvent or be adjudicated a bankrupt, whether voluntary or involuntary, make an assignment or arrangement for the benefit of creditors, or there be instituted by or against the Debtor any bankruptcy, insolvency, reorganization or arrangement with creditors, debt adjustment or liquidation proceedings; or should the Debtor sell, contract to sell, remove, cause to be removed or permit to be removed from said premises any of the said collateral (other than stock in trade in the regular course of business); or fail to maintain and pay for adequate fire and extended coverage insurance whereby the Debtor and the Secured Party are designated insured thereunder or permit or suffer a judgment to be rendered against the Debtor located in or upon the said premises or connected with said business, then and in any of the aforementioned events, such occurrence shall constitute a default hereunder.

6. Upon the event of default hereunder the Secured Party may exercise any one or more of the rights or remedies given to Secured Party under the Uniform Commercial Code in force and in effect in the jurisdiction or jurisdictions wherein the

collateral is located, including but not limited to immediate possession of the collateral wherever found, with or without legal process and thereafter to sell or otherwise dispose of same, in which case the Secured Party shall have the right to require the Debtor to assemble the collateral; and/or the Secured Party may immediately take possession of said business (the collateral) and all of the assets thereof and operate said business and all of the collateral so as to maintain a continuity thereof. In the event of such retaking by the Secured Party, the Secured Party may retain all sums theretofore paid by the Debtor as compensation for the reasonable use of said collateral. If the proceeds of any taking by the Secured Party or the proceeds of any sale or other lawful disposition of the property by the Secured Party are insufficient to pay the expenses of retaking, holding, operating, preparing the property for sale, selling and the like to satisfy the indebtedness hereunder, then the Debtor agrees to pay any deficiency, but the Debtor shall be entitled to any surplus if one results after lawful application of such process after the payment by the Secured Party of reasonable attorney's fees and legal and other expenses. The Debtor hereby waives all demand for performance and notice from the Secured Party.

7. Any failure by the Secured Party to exercise any right set forth in this Agreement or provided for by law shall not constitute a waiver thereof. Nothing in this Agreement or the obligations secured by it shall preclude any other remedy by

action or otherwise for the enforcement of this Agreement or the payment in full of the obligations secured by it. No waiver of any breach of condition or covenant herein contained shall constitute a waiver of any subsequent breach thereof, or of any condition or covenant itself; all rights hereunder shall inure to the benefit of the Secured Party or assigns.

8. The rights of the Secured Party hereunder are cumulative and not alternative. Any provision hereof as may be found to be invalid or illegal under the law shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender and/or number as the circumstances or situation requires or the context infers.

9. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, personal representatives, assigns, and/or successors,, and the laws of the jurisdiction wherein the business and its assets (the collateral) is located at the time of the execution of this Agreement shall govern.

10. If more than one Debtor executes this Security Agreement, their obligations under this Agreement shall be joint and several.

11. Acceleration: Notwithstanding the Promissory Note secured by this Agreement, at the option of the Secured Party, the obligations secured by this Agreement shall become immediately due and payable in full upon a breach or default in one or more of the covenants or obligations of Debtor referred to

hereinabove, and/or: (a) if the Debtor shall fail to perform any of the obligations secured by the Agreement, and, (b) if the Secured Party shall at any time deem himself insecure in that the Secured party in good faith believes that the prospect of payment or performance is impaired.

IN WITNESS WHEREOF, the parties hereto have caused this SECURITY AGREEMENT to be executed as of the day and year first above written.

DEBTOR:
206 WEST CORPORATION, INC.

Don R. Silk
WITNESS

Diane C. White
BY: Diane C. WHITE, PRESIDENT

DEBTOR:
206 WEST GENERAL
PARTNERSHIP, INC.

Don R. Silk
WITNESS

Diane C. White
BY: Diane C. WHITE, PRESIDENT

DEBTOR:

Don R. Silk
WITNESS

Richard White
RICHARD WHITE, INDIVIDUALLY

DEBTOR:

Don R. Silk
WITNESS

Diane White
DIANE WHITE, INDIVIDUALLY

BOOK 527 PAGE 332

BOOK 4610 PAGE 74

SECURED PARTY:

Donald P. Selk
WITNESS

Robert Trescott
ROBERT TRESCOTT

SECURED PARTY:

Donald P. Selk
WITNESS

Priscilla Trescott
PRISCILLA TRESCOTT

I HEREBY CERTIFY that the total amount due was \$15,000.00, of which \$5,000.00 remains due and owing.

Arthur I. Messinger
ARTHUR I. MESSINGER

Mail to *Arthur Messinger*

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
PLAYHOUSE PARTNERSHIP
A Maryland General Partnership

Address:
c/o Synergics, Inc.
410 Severn Avenue, Suite 313
Annapolis, Maryland 21403

2. Secured Party:
SECOND NATIONAL FEDERAL
SAVINGS BANK

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

PNM

RECORD FEE 16.00

3. This Financing Statement covers:

POSTAGE .50

(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.

#275920 0055 R01 T12:03

(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

06/01/88

Handwritten initials/signature

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 construction or further development on the property or for any business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$3,345,000.00 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.

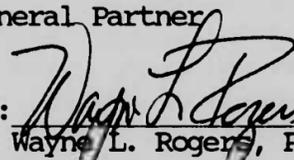
5. Proceeds of the collateral are also covered hereunder.

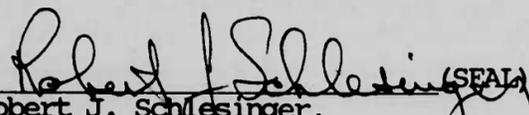
6. Property description: See attached Exhibit A.

Debtor: PLAYHOUSE PARTNERSHIP

BY: SYNERGICS, INC.,
General Partner

BY:  (SEAL)
Robert P. Cadwell, General Partner

BY:  (SEAL)
Wayne L. Rogers, President

BY:  (SEAL)
Robert J. Schlesinger,
General Partner

BY:  (SEAL)
Robert P. Cadwell, attorney-
in-fact

Dated: May 26, 1984

MR. CLERK:

Please return to:

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

S40840ms.fin

SCHEDULE "A"

PARCEL NO. 1: BEGINNING for the same at the northmost corner of the brick building situated on the lot herein conveyed, the said beginning being distant westerly one hundred and seventy and four one-hundredths feet as measured along the south building line of Main Street, from the west curb line of Conduit Street, the said point beginning being in the south building line now existing on the said Main Street and running from thence with the said building line South sixty-nine degrees fifty-four minutes East forty-six feet to the northmost corner of the adjoining brick building; thence South nineteen degrees fifty-five minutes West one hundred and thirty and twenty-four one-hundredths feet to a point in an old fence line; thence to and with the rear wall of the brick building herein conveyed North sixty-seven degrees eleven minutes West forty-two and six-tenths feet to the southwest corner of the same; thence North twenty degrees nineteen minutes East twenty-five and seven tenths feet; thence North seventeen degrees fifty-seven East one hundred and two and fifty-nine one hundredths feet to the point of beginning; the above courses being referred to the magnetic meridian of March, 1922. Being known as Nos. 187 and 189 Main (also known as Church) Street, Annapolis, Maryland, and also being known as the Republic Theatre property. The foregoing description being in accordance with the survey of Walter C. Munroe, Civil Engineer.

PARCEL NO. 2: BEGINNING on the South side of Main Street in the centre of an alley distant as measured along the South side of Main Street North sixty-nine degrees fifty-four minutes West sixty feet four and one-fourth inches from the heretofore established corner of the Republic Theatre lot adjoining hereto on the East, thence running from said place of beginning and leaving said Main Street and with the center of said alley as it is now partly constructed on the lot now being described South twenty degrees eight minutes West one hundred forty-four feet thence running parallel with Main Street South sixty-nine degrees fifty-four minutes East sixty-five feet six inches thence North twenty degrees eight minutes East fifteen feet eight inches to the rear end of the Republic Theatre lot heretofore mentioned thence with said lot in a Westerly direction one foot two inches to the Southwest corner of said Republic Theatre lot, thence still with said lot North nineteen degrees fifty-five minutes East twenty-five feet eight and one-half inches to an iron pipe thence North seventeen degrees fifty-seven minutes East one hundred and two feet seven and one-half inches to the South side of the aforesaid Main Street thence leaving the said Republic Theatre lot and running along the South side of said Main Street North sixty-nine degrees fifty-four minutes West sixty feet four and one-half inches to the place of beginning. Known as No. 193 Main Street, Annapolis.

Being the same parcels recorded by deeds in Liber 3358 at folio 378 and folio 354.

FINANCING STATEMENT

1. Name of Debtors: ARUNDEL DENTAL LAB, INC.
Addresses: 820 Ritchie Highway
Severna Park, Maryland 21146

JOHN T. NIESZ
DONNA J. NIESZ
590 Melissa Court
Arnold, Maryland 21012

RECORDED FEE 15.00

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: 10 Light Street
Baltimore, Maryland 21202

POSTAGE .50

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

(a) All of the following property of Arundel Dental Lab, Inc. ("Arundel")

(i) Inventory. All of Arundel's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

(ii) Contract Rights. All of Arundel's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

(iii) Accounts. All of Arundel's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (A) all cash and non-cash proceeds thereof, and (B) 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.

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

(v) Chattel Paper. All of Arundel's chattel paper, both now owned and hereafter existing, acquired or created, together with (A) all moneys due and to become due thereunder, (B) all cash and non-cash proceeds thereof, and (C) 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

15.50

non-cash proceeds and products of all such goods. Additionally, Arundel has assigned to the Bank a security interest in all property and goods both now owned and hereafter acquired by Arundel which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by Arundel's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

(vi) All Equipment. All of Arundel's equipment, both now owned and hereafter acquired, together with (A) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (B) all replacements thereof and substitutions therefor, and (C) all cash and non-cash proceeds and products thereof.

(b) All of the following property of John T. Niesz and Donna J. Niesz (the "Nieszs"):

(i) the interest of the Nieszs in all furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever both now owned or hereafter acquired, excluding any such assets hereafter acquired by Donna J. Niesz in her own name following (i) the death of John T. Niesz or (ii) an absolute divorce of Donna J. Niesz and John T. Niesz obtained in good faith for the purpose of terminating their marriage and not for the purpose of evading the enforcement of the Secured Party's remedies in connection with the obligations secured hereby.

(ii) all of the Niesz's general intangibles (including, without limitation, all things in action, contractual rights, goodwill and rights to performance) both now owned or hereafter acquired, excluding any such assets hereafter acquired by Donna J. Niesz in her own name following (i) the death of John T. Niesz or (ii) an absolute divorce of Donna J. Niesz and John T. Niesz obtained in good faith for the purpose of terminating their marriage and not for the purpose of evading the enforcement of the Secured Party's remedies in connection with the obligations secured hereby.

(c) All of John T. Niesz's partnership interest in Gold Quad Stable Partnership, including his right to receive distributions, profits, losses and capital contributions therefrom.

4. Proceeds and products of all collateral are covered.

5. Recordation tax on the principal sum of \$316,484.24 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust securing the indebtedness.

Debtor:

ARUNDEL DENTAL LAB, INC.

By: John T. Niesz
John T. Niesz
President

John T. Niesz
John T. Niesz

Donna J. Niesz
Donna J. Niesz

Secured Party:

MARYLAND NATIONAL BANK

By: John P. Carroll
John P. Carroll
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jefferson V. Wright

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RA 1450
273027

FINANCING STATEMENT

1. Name of Debtor: NATIONAL MOBILE HOME PARK
PARTNERSHIP, a Maryland general
partnership which conducts
business in the State of North
Carolina under the name of
The Pines Partnership
Address: 79 West Street
Annapolis, Maryland 21401

2. Name of Secured Party: SHARON SAVINGS BANK, FSB
Address: 4 East Franklin Street
Baltimore, Maryland 21202

RECORD FEE 14.00
POSTAGE .50

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

06/01/88

(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 May 19, 1988 from Debtor to Jack Kohlway and Steven Hurwitz, Trustees (the Deed of Trust), all property being located in St. Mary's 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.

14
SUN TITLE CO., INC.
P.O. BOX 1511
BALTO., MD. 21203
(301) 727-4415

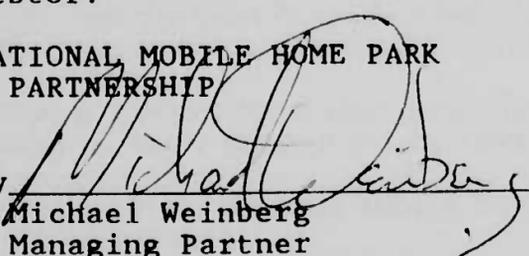
(d) Proceeds and products of all collateral are covered.

4. Recordation Tax has been paid on the principal sum of \$_____ to the Clerk of the Circuit Court for St. Mary's County, Maryland in connection with the recording of the Deed of Trust.

Debtor:

NATIONAL MOBILE HOME PARK
PARTNERSHIP

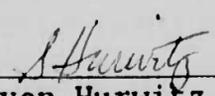
By


Michael Weinberg
Managing Partner

Secured Party:

SHARON SAVINGS BANK, FSB

By


Steven Hurwitz
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 ST. MARY'S COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PARCELS "A", "B", "C", "D", "E", "G", "H", "I", and "J" as per Plat entitled "Boundary Survey Land of National Mobile Home Sales, Inc., et al." prepared by D. H. Steffens Co., Registered Land Surveyors and recorded among the Plat Records of St. Mary's County, Maryland in Plat Book M.R.B. No. 17, Folio 109.

BEING ALSO all those lots conveyed by the Confirmatory Deed dated September 22, 1982 and recorded among the Land Records of St. Mary's County in Liber 129, Folio 160, and the Deed dated September 22, 1982 and recorded among the Land Records of St. Mary's County in Liber 129, Folio 163 unto National Mobile Home Park Partership.

SAVING AND EXCEPTING that property conveyed by The National Mobile Home Park Partnership to Harry Stueber and Lillian Stueber by Deed dated February , 1988 and recorded among the Land Records in Liber 395, Folio 345. This parcel consists of Section Five, National Mobile Home Park, and consists of seventy (70) recorded lots and common area.

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BOOK 527 PAGE 342

AP 2032
273023

FINANCING STATEMENT

1. Names of Debtors: NATIONAL MOBILE HOME PARK
PARTNERSHIP, a Maryland general
partnership conducting business
of record in the State of North
Carolina under the name of
THE PINES PARTNERSHIP
PINES UTILITIES, INC.
Address: 79 West Street
Annapolis, Maryland 21401
2. Name of Secured Party: SHARON SAVINGS BANK, FSB
Address: 4 East Franklin Street
Baltimore, Maryland 21202

RECORD FEE 26.00

STAGE 150

#276230 0345 R01 T13141

06/01/88

RAMW

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

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 19, 1988 from Debtors to Jack Kohlway and Steven Hurwitz, Trustees (the Deed of Trust), all property being located in Swansboro Township, Onslow County, North Carolina, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

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

SUN TITLE CO., INC.
P.O. BOX 1511
BALTO., MD. 21203
(301) 727-4415

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f

(d) Proceeds and products of all collateral are covered.

NOT SUBJECT TO MARYLAND RECORDATION TAX

Debtors:

NATIONAL MOBILE HOME PARK
PARTNERSHIP

By Michael Weinberg
Michael Weinberg
Managing Partner

Secured Party:

SHARON SAVINGS BANK, FSB

By S. Hurwitz
Steven Hurwitz
Vice President

PINES UTILITIES, INC.

By _____
Name:
Title:

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 ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF ST. MARY'S COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

TRACT I:

BEGINNING at a concrete marker, being the common corner between Harold Russell and N.L. Hancock, which beginning point is the same as the Northeastern corner of that certain tract of land as shown by survey made in August, 1963 by Jack Provost, RLS entitled "Survey of Property of N.L. Hancock", recorded in Map Book 8, Page 37, Onslow County Registry, and runs thence with the Hancock line North 83 degrees 36 minutes 17 seconds West, 840.18 feet to a concrete monument, thence North 05 degrees 45 minutes West, 3,341.67 feet to a concrete monument, thence North 50 degrees 45 minutes West, 287.64 feet to a concrete monument, thence North 05 degrees 45 minutes West, 1,356.68 feet to a concrete monument, thence North 50 degrees 45 minutes West, 200.00 feet to a concrete monument, thence North 86 degrees 45 minutes East, 2,245.26 feet to an iron pipe, thence south 11 degrees 28 minutes 33 seconds East, 592.04 feet to an iron pipe, thence South 35 degrees 53 minutes 10 seconds East, 199.96 feet to an iron pipe on the Northern right of way of Oregon Trail, thence South 33 degrees 45 minutes East, 60.00 feet to a point on the Southern right of way of Oregon Trail, thence along the Southern right of way of Oregon Trail South 54 degrees 15 minutes West, 291.93 feet to a point, the Northwest corner of Lot #301, Triangle Outpost Estates, Section II, (Map Book 12, Page 78), Onslow County registry, thence along the Western right of way of said lot #301, South 35 degrees 45 minutes East, 128.74 feet to a concrete monument, thence South 05 degrees 45 minutes East, 1,887.47 feet to a concrete monument, thence South 05 degrees 45 minutes East, 200.00 feet to a concrete monument, thence South 05 degrees 45 minutes East, 2,718.58 feet to a concrete monument, thence South 05 degrees 45 minutes East, 60.42 feet to a concrete monument, thence South 05 degrees 45 minutes East, 141.00 feet to concrete monument, thence North 54 degrees 09 minutes 13 seconds West, 1,441.41 feet to a concrete monument, to the point of beginning. This tract contains 244.10 acres.

TRACT II.

BEGINNING at the point of intersection of the Western or rear boundary line of Lot #310, Triangle Outpost Estates, Section II, Map Book 12, Page 78, Onslow County Registry, and the Northern right of way of Oregon Trail, thence along the right of way of Oregon Trail North 54 degrees 15 minutes East to a Point of Tangency 33.97 feet, thence in a Northeasterly direction along a circular curve to the right, said curve has a delta angle = 24 degrees 25 minutes, radius = 330.00 feet an arc distance = 140.63 feet to the Point of Curvature, said Point of Curvature being on the Western right of way of SR 1501, thence along the Western right of way of SR 1501 South 11 degrees 20 minutes East, 60.00 feet to a point, said point is a Point of Curvature on the Southern right of way of Oregon trail, thence in a Southwesterly direction along a curve whose delta = 24 degrees 25 minutes, a radius = 270.00 feet, a distance of 115.06 feet to a point (a PT), thence along the southern right of way of Oregon Trail South 54 degrees 15 minutes West, 33.97 feet to a point, thence North 33 degrees 45 minutes West, 60.00 feet to the point of beginning. This tract contains 0.22 acres.

TRACT III.

BEGINNING at an existing concrete monument which marks the Southwest corner of Lot #301, Triangle Outpost Estates, Section II (Map Book 12, Page 78), Onslow County, North Carolina. Proceeding thence North 05 degrees 45 minutes West, 148.66 feet to a point on the Southern right of way of Oregon Trail, thence along said southern right of way South 54 degrees 15 minutes West, 74.33 feet to a point which marks the Northwest corner of Lot #301 and which also marks the Northeast corner of Lot #300, thence along the lot line between Lots 301 and 300, South 35 degrees 45 minutes East, 128.74 feet to the point of beginning. This portion of Lot 301 contains 0.11 acres, and being a part of Lot 301 as shown on map entitled "Triangle Outpost Estates, Section II", as recorded in map book 12, Page 78, Onslow County Registry, North Carolina.

SUN TITLE CO., INC.
P.O. BOX 1511
BALTO MD 21003
(301) 721-1111

EXCEPTING FROM THE FOREGOING DESCRIBED TRACTS THE FOLLOWING:

BEGINNING at an existing iron stake standing at the southern margin of Oregon Trail which is 367.77 feet from the intersection of the southern margin of Oregon Trail and the western margin of N. C. Secondary Road #1501 when measured along the southern margin of Oregon Trail in a south-westerly direction; running from said beginning South 5 degrees 50 minutes 37 seconds East 352.42 feet to a set iron stake; thence south 84 degrees 9 minutes 36 seconds West 90 feet to an iron stake standing at the eastern margin of a fifty (50) foot right of way; thence north 5 degrees 27 minutes 15 seconds West 301.84 feet to the southern margin of Oregon Trail; thence with said margin North 54 degrees 15 minutes 0 seconds East 101.46 feet to the beginning and containing .67 acre, along with an easement for access, street and road purposes, over and upon the fifty (50) foot wide right of way adjoining the western boundary of the described property; said easement is not exclusive and may be dedicated to the public or private use in the future.

Lots 23, 24, and 25 Triangle Outposts Estates, Section II as shown on map recorded in Map Book 22, Page 227, Onslow County Registry.

TRACT IV.

LYING and being in Swansboro Township, Onslow County, North Carolina, and being all of Tract 2B containing 222½ acres as shown on plat of map entitled "Division of D. J. Sanders Estate" and recorded in Map Book 1, Page 59, in the Office of the Register of Deeds of Onslow County, North Carolina, said recorded plat being incorporated herein by this reference for the purpose of providing a particular description of said land.

BEING the same property as described as the Second Tract allocated to I. N. Sanders in that certain Commissioner's deed dated December 29, 1925, and recorded in Book 150, Page 222, in the office of the Register of Deeds of Onslow County, North Carolina.

TRACT V.

BEING that 22.50 acre tract of land shown on plat entitled "The Pines Partnership", dated April 17, 1985, prepared by Carolina Benchmark, P.A., Robert E. Pitman, R.L.S. #L-1621, and recorded in Map Book 23, Page 12, Slide C-120, in the office of the Register of Deeds of Onslow County, North Carolina, said recorded plat being incorporated herein by this reference for the purpose of providing a particular description.

EXCEPTING FROM THE FOREGOING DESCRIBED TRACT THE FOLLOWING:

BEGINNING at an existing concrete monument standing at the western margin of NCSR 1501 which is South 80 degrees 33 minutes 31 seconds West 30 feet from a point in the center of said road which is 2,222.69 feet South of the extended centerline of Oregon Trail when measured along the centerline of NCSR 1501 running from said beginning South 80 degrees 55 minutes 22 seconds West 207.69 feet to an existing concrete monument South 86 degrees 29 minutes 30 seconds West 142.71 feet to a set iron rod; thence North 9 degrees 26 minutes 29 seconds West 299.98 feet to a set iron rod; thence North 83 degrees 11 minutes 12 seconds East 350 feet to a set iron rod at the western margin of NCSR 1501; thence with said margin South 9 degrees 26 minutes 29 seconds East 300 feet to the beginning and containing 2.44 acres according to survey of Charles A. Rawls, RLS (L-2491) dated December 7, 1987.

SS002103.FIS
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BOOK 527 PAGE 346

AA 2350
273030

FINANCING STATEMENT

1. Name of Debtor: NATIONAL MOBILE HOME PARK
PARTNERSHIP, a Maryland general
partnership conducting business
of record in the State of North
Carolina under the name of
THE PINES PARTNERSHIP
Address: 79 West Street
Annapolis, Maryland 21401
2. Name of Secured Party: SHARON SAVINGS BANK, FSB
Address: 4 East Franklin Street
Baltimore, Maryland 21202 *RAM*

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

(a) All of the Debtor's inventory of mobile homes,
whether held for sale, lease or otherwise and whether now owned
or hereafter acquired, together with all parts, equipment,
attachments and accessories relating thereto and all replacements
thereof and substitutions therefor (the "Mobile Homes"),
including without limitation the Mobile Homes described in
Exhibit A attached hereto and made a part hereof; and

(b) All proceeds and products of the Mobile Homes re-
ferred to in item (a) above in whatever form, including, but not
limited to, insurance proceeds covering the Mobile Homes.

Debtor:

NATIONAL MOBILE HOME PARK
PARTNERSHIP

By *Michael Weinberg*
Michael Weinberg
Managing Partner

Secured Party:

SHARON SAVINGS BANK, FSB

By *Steven Hurwitz*
Steven Hurwitz
Vice President

NOT SUBJECT TO MARYLAND RECORDATION TAX

22
F

SUN TITLE CO., INC.
P.O. BOX 1511
BALTO., MD. 21203
(301) 727-4415

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 ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF ST. MARY'S COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

LIST OF MOBILE HOMES

BOOK 527 PAGE 348

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER
1	70	50	12	TAYLOR	463123CK1168T
2	70	54	12	TIFFANY	34123434
3	67	50	12	COLUMBIA	33221FK4334
4	69	42	12	CONNER	4312N2K03920
5	70	60	12	BONANDA	A4343
6	70	54	12	TIFFANY	34123439
7	70	60	12	CHAMPION	2309660056
8	67	40	12	STATLER	F08FNMG1377 2608333A
9	70	60	12	RICHARDSON	NC2072
10	72	60	12	HAVELOCK	260F31213
11	71	65	12	TAYLOR	3U65123FK22143
12	69	60	12	TAYLOR	Y60122FK6292
13	72	65	12	TAYLOR	0565123CD3198T
14	71	60	12	DOLPHIN	72604262
15	71	60	12	CHAMPION	233992D4597
16	72	52	12	CASTLE	9425
17	72	60	12	TITAN	27355ID-1994
18	71	60	12	BARLANE	26028416

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER
19	67	60	12	APOLO	6012703
20	71	65	12	HILLCREST	HN2307E
21	71	65	12	OAKWOOD	065CK21409
22	69	60	12	TOWN & COUNTRY	641667MXII
23	72	65	12	DOLPHIN	A11722655612
24	71	60	12	CLEMSON	26029376
25	71	65	12	STYLEMAR	7121720
26	72	60	12	TOWN & COUNTRY	648624SCY11
27	74	60	12	CAMMONT	1406941
28	71	60	12	KIRKWOOD	K336944
29	72	60	12	SAVOY	H2234
30	70	60	12	WINDSOR	60127776
31	70	64	12	AMERICAN	7070
32	73	65	12	FESTIVAL	2041273S1720
33	78	52	14	CHAMPION	F2380261395
34	78	52	14	CHAMPION	F2380261396
35	78	52	14	CHAMPION	F2380261397
36	78	52	14	CHAMPION	F2380261398

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER
37	78	52	14	CHAMPION	F2380261399
38	78	52	14	CHAMPION	F2380261401
39	78	52	14	CHAMPION	F2380261402
40	78	52	14	CHAMPION	F2380261403
41	78	52	14	CHAMPION	F2380261404
42	78	52	14	CHAMPION	F2380261405
43	78	52	14	CHAMPION	F2380261407
44	78	52	14	CHAMPION	F2380261408
45	78	52	14	CHAMPION	F2380261409
46	78	52	14	CHAMPION	F2380261410
47	78	52	14	CHAMPION	F2380261411
48	78	52	14	CHAMPION	F2380261422
49	78	52	14	CHAMPION	F2380261423
50	78	52	14	CHAMPION	F2380261424
51	78	52	14	CHAMPION	F2380261425
52	78	52	14	CHAMPION	F2380261426
53	78	52	14	CHAMPION	F2380261448
54	78	52	14	CHAMPION	F2380261449

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER
55	78	52	14	CHAMPION	F2380261450
56	78	52	14	CHAMPION	F2380261451
57	78	52	14	CHAMPION	F2380261452
58	78	52	14	CHAMPION	F2380261453
59	78	52	14	CHAMPION	F2380261454
60	78	52	14	CHAMPION	F2380261455
61	78	52	14	CHAMPION	F2380261456
62	78	52	14	CHAMPION	F2380261457
63	78	52	14	CHAMPION	F2380261459
64	78	52	14	CHAMPION	F2380261460
65	78	52	14	CHAMPION	F2380261461
66	78	52	14	CHAMPION	F2380261462
67	78	52	14	CHAMPION	F2380261463
68	78	52	14	CHAMPION	F2380261464
69	78	52	14	CHAMPION	F2380261465
70	78	52	14	CHAMPION	F2380261466
71	78	52	14	CHAMPION	F2380261467
72	78	52	14	CHAMPION	F2380261468

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER
73	78	52	14	CHAMPION	F23802611469
74	78	52	14	CHAMPION	F23802611470
75	78	52	14	CHAMPION	F23802611471
76	78	52	14	CHAMPION	F23802611472
77	78	52	14	CHAMPION	F23802611473
78	78	52	14	CHAMPION	F2380261474
79	78	52	14	CHAMPION	F2380261475
80	78	52	14	CHAMPION	F2380261476
81	78	52	14	CHAMPION	F2380261477
82	78	52	14	CHAMPION	F2380261478
83	72	60	12	DOLPHIN	72603870
84	72	58	12	CONNER	5812N2FKC7922
85	68	60	12	BLAIRHOUSE	2532610654314Y
86	72	60	12	CHAMPION	233966D3850
87	71	60	12	CONNER	6021M3CKH2B1022
88	73	65	12	MARION	B273656146
89	69	60	12	BROADMORE	16K8PS1361
90	74	65	12	OAKMONT	14409184

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER	D	PL
91	76	56	12	FREEDOM	08140291J		
92	75	70	12	BELLEMEAD	DBX570123B102023		
93	73	65	12	TOWN & COUNTRY	659225SCX11		
94	74	70	12	TOWN & COUNTRY	709730SCX11		
95	76	60	12	CAMERON	07140566J		
96	71	60	12	HERITAGE	1601040		
97	72	70	12	DORADO	72704737		
98	72	60	12	MONTEREY	6012M7277		
99	74	60	12	ANDOVER	BN2450		
100	73	65	12	VINDALE	26STEFBRT2380		
101	69	60	12	PLANTATION	60121209		
102	71	65	12	ARTCRAFT	ACG4494		
103	74	65	12	FLEETWOOD	S5426		
104	71	65	12	AIRLINE	G12840		
105	73	65	12	LAFAYETTE	3656		
106	68	60	12	FLEETWOOD	S0001		
107	79	52	14	CHAMPION	F2391112245		
108	79	52	14	CHAMPION	F2391112244		

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER
109	77	70	12	FRONTIER	5721270S820203
110	72	50	12	CONNER	5012N2FKH8904
111	74	60	12	ARLINGTON	0614272H
112	69	60	12	CAPPELLA	60126480
113	72	60	12	MADISON	3264
114	70	60	12	COLUMBUS	6021X11
115	70	50	12	LEXINGTON	100281
116	71	60	12	MASCOT	6112610
117	69	57	12	COBURN	57X122456
118	68	57	12	GREAT LAKES	4HG5712C2N11813
119	73	64	12	FISHER	064FR23809
120	68	60	12	DUKE	808
121	72	65	12	MONTEREY	6512M7072
122	68	60	12	WINDSOR	60126215
123	70	60	12	KIRKWOOD	K325125
124	69	60	12	UNIVERSAL	1691027
125	74	60	12	PEERLESS	PG2293
126	73	60	12	PARKWOOD	6012M7545

UNIT NO	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER	D	PL
127	69	60	12	ARMOR	6357		
128	67	60	12	GREAT LAKES	4FG6012S2N8743		
129	72	60	12	BUDDY	04611016G		
130	74	60	12	CHEYENNE	7452650697		
131	74	60	12	DOLPHIN	A773265S7552		
132	74	66	12	TOWN & COUNTRY	709689SCX11		
133	73	65	12	SUSSEX	SU12X652BR218		
134	72	60	12	MONTEREY	6012M5312		
135	75	70	12	TOWN & COUNTRY	709845SCX11		
136	73	65	12	TROPHY	65337876		
137	73	65	12	HOLIDAY	26531511938		
138	70	65	12	BRAVO	21228		
139	72	55	12	MADISON	3428		
140	69	60	12	RUDY	R26121141		
141	73	65	12	MADISON	3651		
142	66	60	12	PARKWOOD	60125439		
143	70	60	12	CAPPELLA	60129966		
144	68	60	12	STATEMAN	FHCDCM301905		

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UNIT NO.	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER	DATE PURC
141	71	65	12	BACLEN	96528495	
142	73	65	12	CHAMPION	D-4195	
143	71	60	12	MARLETTE	G10260FK900066	
144	73	60	12	CHAMPION	234966041	
145	72	65	12	LANTER	7100	
146	71	65	12	BRAVO	22049	
147	73	65	12	LASALLE	C97326583025	
148	73	60	12	CONNOR	013713373011 239133	
149	71	60	12	TIDWELL BASSETT	1231600804	
150	84	48	14	EASTWOOD	FS48142FK1473GA	
151	84	48	14	EASTWOOD	FS48S142FK1487GA	
152	84	48	14	EASTWOOD	FS48S142FK1511GA	
153	84	48	14	EASTWOOD	FS48S142FK1513GA	
154	84	52	14	FISHER	NCFC-102A2A2-D1B3CC	
155	84	52	14	FISHER	NCFC-103A2A2-D1B3CC	
156	84	52	14	FISHER	NCFC-104A2A2-D1B2BC	
157	84	52	14	FISHER	NCFC-105A2A2-D1B2BC	
158	84	61	12	EASTWOOD	FS61S1FB1662-GA	
UNIT NO.	YEAR	LENGTH	WIDTH	MANUFACTURER	SERIAL NUMBER	DATE PURC
159	84	61	12	EASTWOOD	FS61S3FB1665-GA	
160	84	61	12	EASTWOOD	FS61S3FB1667-GA	
161	84	61	12	EASTWOOD	FS61S3FB1669-GA	
162	84	48	14	FLEETWOOD	NCFL1AE16410-2882	
163	84	48	14	FLEETWOOD	NCFL1AE20410-3072	
164	84	48	14	FLEETWOOD	NCFL1AE20410-3074	
165	84	48	14	FLEETWOOD	NCFL1AE20410	
166	84	48	14	FLEETWOOD	NCFL1AE204103091	
167	84	48	14	FLEETWOOD	NCFL1AE204103092	
168	84	48	14	FLEETWOOD	NCFL1AE164102842	
169	85	48	14	FLEETWOOD	NCFL1AE394104130	
170	85	48	14	FLEETWOOD	NCFL1AE394104109	
171	85	48	14	FLEETWOOD	NCFL1AE454104418	
172	85	48	14	FLEETWOOD	NCFL1AE454104419	
173	85	48	14	FLEETWOOD	NCFL1AE454104420	
174	84	56	14	VOGUE	NCFL1AE154102841	
175	84	70	14	SCHULTZ	184790	
180						

273030

FINANCING STATEMENT

1. Name of Debtor: ✓ HERITAGE HEIGHTS LIMITED
PARTNERSHIP
Address: c/o Mr. Jeffrey M. Neuman
JMN Construction Co., Inc.
406 Headquarters Drive
Suite 207
Millersville, Maryland 21108
2. Name of Secured Party: SHARON SAVINGS BANK, FSB
Address: 4 East Franklin Street
Baltimore, Maryland 21202
Attn: Commercial Loan Administration
3. This Financing Statement covers the following types (or items) of property:
 - (a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 27, 1988 from Debtor to Jack Kohlway and Steven Hurwitz, Trustees (the "Deed of Trust"), all property being located in Carroll County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof. RHM
 - (b) All accounts receivable in respect of any and all leases and subleases 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 \$2,200,000 has been paid to the Clerk of the Circuit Court of Carroll County upon recording of the Deed of Trust.

27
SUN TITLE CO., INC.
P.O. BOX 1511
BALTO., MD. 21203
(301) 727-4415

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Debtor:

HERITAGE HEIGHTS LIMITED
PARTNERSHIP

Secured Party:

SHARON SAVINGS BANK, FSB

By: Heritage Heights, Inc.,
General Partner

By Steven Hurwitz
Steven Hurwitz
Vice President

By Jeffrey M. Neuman
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 CARROLL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

SUN TITLE CO., INC.
P.O. BOX 1511
BALTO., MD. 21203
(301) 727-4415

May 23, 1988

439 East Main Street
Westminster, MD 21157
(301) 876-2017

DESCRIPTION

Description of 39.9589 acre portion of land located on the east side of Oklahoma Road, in the Fifth (5th) Election District of Carroll County, Maryland, intending to be the outline of future sections of Heritage Heights.

Beginning for the same at in the approximate centerline of the paved surface of Oklahoma Road, at the end of the first (1st) or South 89 degrees 10 minutes 07 seconds West, 93.59 foot line of the second (2nd) described tract of a conveyance by Kenneth Harold Krickler, personal representative of the Estate of Clarence E. Krickler, deceased, unto James A. Hagan by deed dated May 22, 1987 and recorded among the Land Records of Carroll County in Liber 1020, Folio 309 and also beginning at the end of the first (1st) line of a conveyance by the State of Maryland unto Clarence E. Krickler by a patent issued dated January 16, 1981 and recorded among the Land Records of Carroll County in Liber 832, Folio 317, thence running with the outline of the said Patent and the Krickler unto Krickler conveyance, and with the said road the following two (2) courses:

- 1) North 23 degrees 01 minutes 54 seconds East, 569.21 feet, thence;
- 2) North 25 degrees 28 minutes 59 seconds East, 73.62 feet, thence leaving the aforesaid road and running and binding on the fifth (5th) line of the second (2nd) described tract and the fourth (4th) line of the first (1st) described tract of the said Krickler unto Krickler conveyance (1020/310), now being described as one line, with allowances to correct for an overlap in title lines of the said Krickler unto Krickler conveyance (1020/310);

CONSULTING ENGINEERS

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc

May 23, 1988

Page Two

BOOK 527 PAGE 354

3) South 72 degrees 03 minutes 40 seconds East, 244.56 feet to an iron pipe found, thence running with the fifth (5th) and sixth (6th) lines of the first (1st) described tract of the said Krickler unto Krickler conveyance, now described as one line;

4) North 21 degrees 14 minutes 56 seconds East, 199.95 feet to an iron pipe found, thence continuing with the outline of the said first (1st) tract the following twelve (12) courses:

5) North 69 degrees 18 minutes 44 seconds West, 31.96 feet to an iron pipe found, thence;

6) North 68 degrees 59 minutes 46 seconds West, passing over an iron pipe found at the end of 185.33 feet, in all 200.00 feet to a point on the east side, thence;

7) South 21 degrees 03 minutes 47 seconds West, 100.95 feet to a point on the east side of the paved surface of said Oklahoma Road, thence;

8) North 69 degrees 30 minutes 38 seconds West, 13.51 feet to a point on the west side of the paved surface of said Oklahoma Road, thence;

9) South 22 degrees 40 minutes 24 seconds West, 38.14 feet to a point on the west side of the paved surface of said Oklahoma Road, thence;

10) North 14 degrees 45 minutes 23 seconds West, 49.95 feet to a point in the former roadbed of Oklahoma Road, thence;

11) North 19 degrees 42 minutes 50 seconds East, 448.27 feet to a point near the centerline of the paved surface of the aforesaid Oklahoma Road, thence;

May 23, 1988
Page Three

12) North 24 degrees 17 minutes 08 seconds West, 39.60 feet to a point west of the paved surface of said Oklahoma Road, thence;

13) North 21 degrees 42 minutes 51 seconds East, 112.91 feet to a point near the centerline of the paved surface of said Oklahoma Road, thence, leaving the said Oklahoma Road, and continuing with the outline of the aforesaid first (1st) tract;

14) South 65 degrees 25 minutes 59 seconds East, 466.76 feet, thence running with and binding on the eighteenth (18th) and nineteenth (19th) lines of the aforesaid first (1st) tract, now described as one line;

15) North 33 degrees 33 minutes 28 seconds East, 273.90 feet, to intersect the North 20 degrees 57 minutes 41 seconds East line as shown on a plat entitled "The Foothills Section of Oklahoma Two", that is recorded among the Land Records of Carroll County in Plat Book 26, Folio 73, thence running and binding reversely on the North 20 degrees 57 minutes 41 seconds East boundary of the said "Foothills Section";

16) South 20 degrees 57 minutes 41 seconds West, 528.00 feet, thence running and binding on first (1st) line of the aforesaid first (1st) tract and the first (1st) line of the aforesaid second (2nd) tract now described as one line with allowances to correct for an overcap in title line of the said Krickler unto Krickler conveyance (1020/310);

17) South 89 degrees 10 minutes 07 seconds West, 1762.43 feet to the place of beginning.

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

May 23, 1988
Page Four

BOOK 527 PAGE 356

Containing 39.9589 acres of land more or less.

Being all of those two tracts of land conveyed by Kenneth Harold Krickler, Personal Representative of the Estate of Clarence E. Krickler, deceased, unto James A. Hagan, by deed dated May 22, 1987 and recorded among the Land Records of Carroll County in Liber 1020 Folio 309, with allowances made in the above description to correct an overlap in title lines of the said two tracts.

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Chesapeake Sprinkler Company, Inc. 7221 Graybarn Drive Section G-14 Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Commercial Loan Gloria Bolton</p> <hr/> <p>Return to Secured Party</p>
--	--

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or to the conduct of Data Processing and Sprinkler Installation (describe type of business or 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
PROCEED .50
PROVISION 490.00
R03 714:28
06/01/88

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

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

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

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 70,000.00

DEBTOR:

SECURED PARTY:

Chesapeake Sprinkler Company, Inc.
(Type Name)

SIGNET BANK/MARYLAND

By: David J. Anderson
David J. Anderson, President

By: Gerald A. Muccioli
Gerald A. Muccioli, Asst. Vice President
(Type Name)

By: _____

May 27, 1988 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.

11.00
490.00
.50

FINANCING STATEMENT
~~TO LAND RECORDS~~

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

1. Name of Debtor(s): Schummer, Inc.
Address: P.O. Box 340
Davidsonville, MD 21035

BOOK 527 PAGE 358

273032

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

3. This Financing Statement covers the following types (or items) of property:
All personal property including inventory, equipment, furniture and supplies

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 5.00
RECORD FEE 5.00
POSTAGE .50
#276620 0055 R01 T14#57

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

06/01/88

Debtor(s):
[Signature] PRESIDENT
Raymond J. Schummer
[Signature]
Dorothy M. Schummer VICE PRESIDENT

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

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

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

ANNAPOLIS TITLE COMPANY
60 WEST STREET, SUITE 401
ANNAPOLIS, MD. 21401

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

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

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

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

1. ~~DEBTOR~~ LESSEE

Name DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.
Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090

2. ~~XXXXXXXXXXXX~~ LESSOR

Name COMPUTER SALES INTERNATIONAL, INC.
Address 10845 Olive Boulevard, St. Louis, Missouri 63141

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

RECORD FEE 11.00

3. Maturity date of obligation (if any) _____

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

(1) IBM 3274-51C leased by Lessor to Lessee pursuant to Equipment Schedule Five to Master Lease 110444 between the parties. This filing is for notice purposes only. The parties do not believe this transaction is subject to the Uniform Commercial Code.

Name and address of Assignee

Equipment Location: 1302 Concourse Drive
Linthicum Heights, Maryland 21090

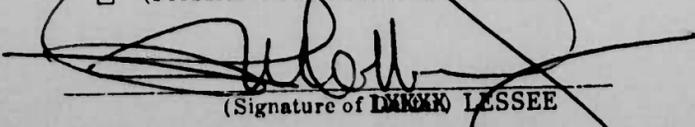
CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



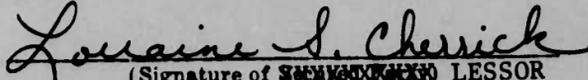
(Signature of ~~DEBTOR~~ LESSEE

DAUGHTERS OF CHARITY HEALTH SYSTEM EAST, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of ~~LESSOR~~ LESSOR

COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Signature on Above Line

11-

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

M. SHAVITZ & SONS, INC.

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA
TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD
ANNAPOLIS

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

Debtor(s) (Last Name First) and address	Secured Party and address	For Filing Officer (Date, Time, Number, and Filing Office)
ELLENES, Kathy 1201 Greenhill Road Arnold, MD 21012 Anne Arundel County	M. SHAVITZ AND SONS, INC. 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	

This financing statement covers the following types (or items) of personal property: **DESCRIPTION OF MERCHANDISE**

#7015-40	#7015-50	#7015-67	#7015-68
(1) table	(1) base	(1) China deck	(1) China base
(4) side chair	(2) side chair	(2) side chairs	(1) server
#7015-81	#7015-81	#7015-81	#7015-13

RMW

RECORD FEE 11.00

POSTAGE .50

A/C 555122 I

This transaction is exempt from the Recording Tax.

#141460 C777 R04 11-26

06/01/89

Filed with:

✓ *Kathy Ellen*
(SIGNATURE OF DEBTOR)

Kathy Ellen

M. SHAVITZ AND SONS, INC.

(NAME OF SECURED PARTY)

✓
(SIGNATURE OF DEBTOR)

Shirley Gladfelter
By SHIRLEY GLADFELTER, Credit Manager

RETURN TO M. Shaivitz and Sons, Inc., 6415 Baltimore National Pike, Baltimore, Maryland 21228

11.50

273035

BOOK 527 PAGE 361

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)
Petix, Rachelle (Huhra) &
Petix, Jeffrey (co-lessees)
Village Square, Apt. 2B
8002 Donna Ct.
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Xscribe Corporation
6160 Cornerstone Court East
San Diego, CA 92121

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

AMW

RECORD FEE 13.00

POSTAGE .50

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

1 Mikron TS system package 3630, 248491
1 dictionary creation kit 19664
1 NEC P6 printer 14734

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

U S WEST Financial
Services, Inc.
11600 College Blvd.,
Ste. 200
P.O. Box 12746
Overland Park, KS 66212

Maryland Recordation tax is not required.-conditional
sales agreement

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

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

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

Rachelle (Huhra) Petix &
Jeffrey Petix

Xscribe Corporation

BY: *Rachelle Huhra Petix* TITLE: _____
BY: *Jeffrey H. Petix* TITLE: _____
BY: *Rachelle Huhra Petix* TITLE: _____
Signature(s) of Debtor(s)

BY: *Judy Allsup* TITLE: _____
Signature(s) of Secured Party(ies)
Regional Sales
Operations Adm.
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

STATE OF MARYLAND

BOOK 527 PAGE 362

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249214

RECORDED IN LIBER 466 FOLIO 223 ON 10/3/83 (DATE)

1. DEBTOR

Name Reliable Contracting Company, Inc.

Address 1 Church View Rd., Millersville, MD 21108

2. SECURED PARTY

Name ITT Commercial Finance Corp

Address 11475 Olde Cabin Road, Creve Coeur MO 63141

RECORD FEE 10.00

11/14/80 CITT 108 11500

05/01/80

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

RAM

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

Dated 5-24-83

K. [Signature]
(Signature of Secured Party)
ITT Commercial Finance Corp 73082013
Type or Print Above Name on Above Line

10

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249601

RECORDED IN LIBER 467 FOLIO 187 ON 11/3/83 (DATE)

1. DEBTOR

Name Reliable Contracting Company, Inc.
Address 1 Church View Road, Millersville, MD 21108

2. SECURED PARTY

Name ITT Commercial Finance Corp.
Address 11475 Olde Cabin Road, Creve Coeur MO 63141

RECORD FEE

10.00

1141470 CT77 904 115420

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

06/01/84

3. Maturity date of obligation (if any) _____

PRM

CHECK FORM OF STATEMENT

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

Dated 5-24-83

[Signature]
(Signature of Secured Party)

ITT Commercial Finance Corp 73082013
Type or Print Above Name on Above Line

15

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251698
RECORDED IN LIBER 472 FOLIO 395 ON 4/24/84 (DATE)

1. DEBTOR

Name Reliable Contracting Company, Inc.
Address 1 Church View Rd., Millersville, MD 21108

2. SECURED PARTY

Name ITT Commercial Finance Corp
Address 11475 Olde Cabin Road, Creve Coeur MO 63141

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

3. Maturity date of obligation (if any)

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

RECORD FEE

10.00

ITT R04 715120

06/01/87

RAM

Dated 5-24-87

Kohman J. Cent. Operating
(Signature of Secured Party)
ITT Commercial Finance Corp 73082013
Type or Print Above Name on Above Line

15

STATE OF MARYLAND

BOOK 527 PAGE 365

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259087

RECORDED IN LIBER 491 FOLIO 236 ON November 6, 1985 (DATE)

1. DEBTOR

Name RAAB, George S. & Joan M.

Address 27 E. Central Ave., Apt. F-2, Paoli, PA 19301

2. SECURED PARTY

Name Horizon Financial, F.A.

Address 1100 Masons Mill Bus. Park, 1800 Byberry Rd.

Huntingdon Valley, PA 19006

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

RECORD FEE 10.00

POSTAGE .50

#141490 DT77 804 715:27

06/01/88

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: Termination
(Indicate whether amendment, termination, etc.)

RHM

Dated May 26, 1988

Karen L. Kannengieszer
(Signature of Secured Party)

Karen L. Kannengieszer, A.V.P.
Type or Print Above Name on Above Line

AA 7921

1580

STATE OF MARYLAND

BOOK 527 PAGE 367

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268363

RECORDED IN LIBER 514 FOLIO 75 ON July 1, 1987 (DATE)

1. DEBTOR

Name HOLIDAY UNIVERSAL, INC.

Address 300 East Joppa Road, Towson, Maryland 21204

2. SECURED PARTY

Name FINANCIAL INVESTMENT ASSOCIATES INCORPORATED

Address 191 Waukegan Road - Suite 106, Northfield, Illinois 60093

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

1988 MAR 24 P 8:21

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

ASSIGNED TO: THE C. I. T. GROUP/EQUIPMENT FINANCING, INC.
600 Penton Plaza
Cleveland, Ohio 44114

REF: Lease Agreement No. 401-60-1001-02, Schedule A-01
Filed with Clerk of Circuit Court - Anne Arundel

PROPERTY: All collateral and proceeds thereof described in the original financing statement.

RECORD FEE 10.00

POSTAGE .50

8141510 0777 004 113

06/01/88
JAM

1988 APR -4 P 8 28

Dated 3-9-88 15.80

J. W. Roberts - Contract Adm.
(Signature of Secured Party)

FINANCIAL INVESTMENT ASSOCIATES INCORPORATED
Type or Print Above Name on Above Line

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Debel, Inc. 7 Old Solomons Island Road Annapolis, MD 21401</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Collateral Supervisor</u> <u>Commercial Loan Dept.</u></p> <p>Return to Secured Party</p>
---	--

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

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of HAIR SALON (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

RECORD TAX 140.00

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

#19270 CTT7 R04 T10+11

06/02/88

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Debel, Inc.

(Type Name)

By:

Eileen W. Dempsey (V.P.)

By:

Deborah L. Durling (Pres.)

Deborah L. Durling

By:

Ross L. Brown, A.V.P.

(Type Name)

MAY 27

1988

(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.

11-14050

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 CONTRACT # 29820 - 814442

Name GORDON & JOYCE PHIPPS

Address 412 DEALE ROAD, TRACY'S LANDING, MD 20779

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

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

3. Maturity date of obligation (if any) _____

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

- KUBOTA G6200, SER#32682
- KUBOTA RC48G, SER.#19979
- LAMCO TRAILER E15364

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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gordon Phipps
(Signature of Debtor)

GORDON PHIPPS

Type or Print Above Name on Above Line

Joyce Phipps
(Signature of Debtor)

JOYCE PHIPPS

Larry E. Groff
(Signature of Secured Party)

LARRY E. GROFF

12/8

FINANCING STATEMENT

BOOK 527 PAGE 370

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

1. Name of Debtor(s): Camps and Casper Children's Dental Center, PA
Address: 1667 Crofton Center
Crofton, Md. 21114

10041

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

3. This Financing Statement covers the following types (or items) of property:
all A/R Equipment, Inventory, now owned and/or hereafter acquired

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

RECORD FEE 12.00

POSTAGE .50

4142100 UTTL 104 TOP459

(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:

04/02/00
RHW

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

Debtor(s): Camps and Casper Children's Dental Center, PA
By: Robert D. Camps, DDS
Jerome A. Casper, DDS

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: George H. Lowe, Jr., Branch Officer
(Type Name and Title)

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

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

BOOK 527 PAGE 371

273015

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) THOMAS JAY WILLIAMS 2119 ST HEATHER LANE GAMBRILLS, MD 21054	2. Secured Party(ies) and address(es) SECURITY PACIFIC FINANCIAL SERV 901 DULANEY VALLEY RD SUITE 126 TOWSON, MD, 21204	For Filing Officer (Date, Time, Number, and Filing Office) <div style="text-align: right;"><i>RAM</i></div> RECORD FEE 11.00 POSTAGE 3 5. Assignee(s) of Secured Party and Address(es) 30120 CTTY RM 710100 06/06/00
4. This financing statement covers the following types (or items) of property: 1-MK 89 water conditioner w/Brine tank and 1- Chemical feeder w/LO timer mecomatic & retention tank located at 2119 St. Heather Lane Gambrills Md. 21054 Conditional contract not subject to tax.		

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

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

Filed with: ANNE ARUNDEL

Thomas Williams

 Signatures of Debtor(s)
 THOMAS WILLIAMS

Security Pacific Financial Services
Bonnie G. Lawson

 Signatures of Secured Party(ies)
 BONNIE G. LAWSON

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

11.50

Financing Statement

Derbyshire Apartments
A Limited Partnership

COPY FOR FILING

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

Record In:

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

NAME	ADDRESS
1. Debtor(s)	Street City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd. Glen Burnie, MD 21061 and 2040 S. Hamilton Rd. Columbus, OH 43232

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

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

Secured Party: <u>SOVRAN BANK/MARYLAND</u>	Debtor(s) or Assignor(s) <u>CARDINAL INDUSTRIES, INC.</u>
By: <u>Dennis Stough</u>	By: <u>Joseph V. Collins</u>
Type Name <u>Dennis Stough</u>	<u>Joseph V. Collins</u>
Title <u>Assistant Vice-President</u>	<u>Assistant Secretary</u>
	_____ Type or Print Name and Title of Each Signature

1350

RECORD FEE 13.00
POSTAGE .50
#140130 0777 R04 110101
04/02/88
RANW

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

SCHEDULE B

BOOK 527 PAGE 374

Derbyshire Apartments
A Limited Partnership

Finished building components consisting of 80 units:

30 (thirty) 1-bedroom	S/N 4560-4563,4580,4582-4584,4586,4587,4591,4595-4597,4602, 4603,4608-4611,4619,4621,4622,4626,4628-4630,4632-4634.
30 (thirty) 1-bedroom Tolliver	S/N 4565-4567,4569-4571,4573-4576,4578,4579,4588,4592,4593, 4599,4600,4605,4606,4613-4615,4617,4618,4624,4625,4636- 4639.
3 (three) 1-bedroom B.F.	S/N 4598,4604,4627.
9 (nine) 2-bedroom	S/N 4564,4568,4589,4594,4607,4612,4616,4631,4635.
1 (one) 2-bedroom M.S.	S/N 4577
5 (five) Studio	S/N 4572,4581,4585,4620,4623.
1 (one) Laundry	S/N 4601

Butler Leasing Company

BOOK 527 PAGE 375

FINANCING STATEMENT (FORM UCC-1)

273042

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

LESSEE: OMEGA DISPOSAL, INC.
727 MOUNT ALBAN DR.
ANNAPOLIS, MD. 21401

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

ASSIGNEE OF LESSOR: Commercial/Consumer Loan Dept.
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ANNAPOLIS
1832 George Avenue
Annapolis, MD 21401

RECORD FEE 11.00

POSTAGE .50

#142140 CTTT 004 110101

02/02/97

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

RAM

1 DEMPSTER DINASOUR 25 TON HOIST

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (Including Insurance Proceeds)

EQUIPMENT LOCATION: 727 MOUNT ALBAN DR., ANNAPOLIS, MD. 21401

LESSEE

LESSOR

OMEGA DISPOSAL, INC.

BUTLER LEASING COMPANY

BY:

BY:

PRINT NAME & TITLE:

Rudy Latta
Rudy Latta

Deborah Scherr
Deborah Scherr, Credit Manager

FILING OFFICER: Please record and return to:

BUTLER LEASING COMPANY
P. O. Box 609
Columbia, Maryland 21045-0609
(301)720-6600 (202)621-6608

1150

D-05-01 REV. 3/88

41 - ^D

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

MARYLAND FINANCING STATEMENT

BOOK 527 PAGE 376 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.
823 Fairview Ave., Baltimore, Md. 21090

DEBTOR:
(Name or Names)
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corp.
8767 Satyr Hill Road Baltimore, Md. 21234

3. ASSIGNEE (if any) of SECURED PARTY: The Cit Group/Sales Financing
4003F Greentree Executive Campus, Marlton, N.J. 08053

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

Three (3) Rustgo Model 195 Work Platforms
S/N 8810187, 8810205, 8810206
Two (2) Rustgo Model 139 Work Platforms
S/N 8810218, 8810207

RECORD FEE 11.00
POSTAGE .30
#142150 577 104 110102
06/02/10
RHM

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

6. Proceeds of Collateral are covered hereunder: Yes [X] No []
Products of Collateral are also covered: Yes [] No [X]

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

SECURED PARTY: Atlantic Industrial Credit Corp.
By: R.E. Polack, President

By: James W. Goode, President
James W. Goode, President

Return To:

115

AA County

BOOK 527 PAGE 377

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: 264287 Dated: 10/21/86

Record Reference: Book 504 Page 217

2. DEBTOR: Richard W. Suska t/a

Name: Boat Doctor
(Last Name First)

Address: 180 Chelsea Rd. Pasadena, Md. 21122

RETURN FEE 10.00

POSTAGE .50

RECEIVED BY NOTARY

10/21/86

3. SECURED PARTY:

Name: Union Trust Company of Md. n/k/a Signet Bank

Address: Baltimore & St. Paul Sts. Baltimore, Md. 21203

RAM

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO:

DEBTOR'S ADDRESS:

180 Chelsea Road
Pasadena, Md. 21122

SECURED PARTY:

Nancy [Signature]

BY: Community Banking Officer
(TITLE)

DATED: 5/3/88

15.00

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 Surgical Specialties Instrument Co., Inc and Metropolitan Surgical Instruments, Inc. T/A Biomedical Specialties (Co-Lessees)
Name 2131 Espey Court, Suite 7
Address Crofton, Md 21114-2439

2. SECURED PARTY TransFinancial Leasing Corp.
Name
Address The Steffey Bldg., Ste. 200B
407 Grain Hwy., Glen Burnie, Md 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

See Attached Equipment List

RECORD FEE 23.00
POSTAGE .38
RECORDED (777) 204 110402
06/12/10
RMM

CHECK THE LINES WHICH APPLY

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

Surgical Specialties Instrument Co., Inc.
(Signature of Debtor) (Co-Lessee)
Type or Print Above Signature on Above Line
Metropolitan Surgical Instruments, Inc.
T/A Biomedical Specialties (Co-Lessee)
(Signature of Debtor)
Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.
(Signature of Secured Party)
Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

13.00

SURGICAL SPECIALTIES INSTRUMENT CO., INC.
 and METROPOLITAN SURGICAL INSTRUMENTS, INC.
 T/A BIOMEDICAL SPECIALTIES, co-lessees

Sch. 01

Equipment List ⁸⁰⁰⁰ 527 PAGE 379

<u>Quantity</u>	<u>Description</u>	<u>Description (cont.)</u>
fifty-five (55)	B - D PCA Infuser Pumps	1 Lot #875205002
	1 Lot #874502009	1 Lot #875205003
	1 Lot #874502010	1 Lot #875205004
	1 Lot #874502016	1 Lot #875205005
	1 Lot #874502035	1 Lot #875205006
	1 Lot #874502036	1 Lot #875205007
	1 Lot #874502046	1 Lot #875205008
	1 Lot #874502048	1 Lot #875205009
	1 Lot #874502020	1 Lot #875205010
	1 Lot #874702002	1 Lot #875205012
	1 Lot #874702008	1 Lot #875205013
	1 Lot #874702040	1 Lot #875205016
	1 Lot #874702041	1 Lot #875205017
	1 Lot #874702044	1 Lot #875205018
	1 Lot #874702049	1 Lot #875205019
	1 Lot #875001042	1 Lot #875205020
	1 Lot #875001005	1 Lot #875205026
	1 Lot #875001007	1 Lot #875205027
	1 Lot #875001010	1 Lot #875205028
	1 Lot #875001017	1 Lot #875205029
	1 Lot #875001033	1 Lot #875205032
	1 Lot #875001039	1 Lot #875205033
	1 Lot #875001041	1 Lot #875205034
	1 Lot #875001040	1 Lot #875205037
	1 Lot #875001044	1 Lot #875205038
	1 Lot #875001047	1 Lot #875205039
	1 Lot #87501026-01026	1 Lot #875205040
	1 Lot #875205001	1 Lot #875205015

Surgical Specialties Instrument Co., Inc.
 Co-Lessee

BY: [Signature]
 TITLE: CEO

Metropolitan Surgical Instruments, Inc.
 T/A Biomedical Specialties, Co-Lessee

BY: [Signature]
 TITLE: CEO

TransFinancial Leasing Corp.

BY: [Signature]
 TITLE: President

273051

BOOK 527 PAGE 380

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)
 SCHMITZ JOHN D.
 SCHMITZ LINDA C.
 LAUREL MD 20707

2 Secured Party(ies) Name(s) and Address(es)
 EASTERN HOMES, INC.
 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
 11:21:00 CTTT 104 110412
 PDM

5 This Financing Statement covers the following types (or items) of property
 1988 KEMBERLY VEGA 28 X 70
 SERIAL # KH6628D4CL9695GAA&B AND INCLUDING ALL FURNITURE, FIXTURES,
 APPLIANCES AND APPURTENANCES THEREIN AND THERETO;
 INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S
 INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
 Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BOULEVARD SUITE 245
 WOODBRIDGE, VA 22194

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

9 Name of a Record Owner
 The described crops are growing on 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)

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

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

No & Street Town or City County Section Block Lot

By *John D. Schmitz* Signature(s) of Debtor(s)
 SCHMITZ JOHN D.

By *Linda C. Schmitz* Signature(s) of Secured Party(ies)
 EASTERN HOMES, INC.
 (Required only if Item 10 is checked)

(3/83)

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

STATE OF MARYLAND

527 PAGE 381

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257049

RECORDED IN LIBER 486 FOLIO 178 ON 6/13/85 (DATE)

1. DEBTOR

Name C&J Rental Company, Incorporated

Address 482 Orchard Circle, Millersville, MD 21108

2. SECURED PARTY

Name ITT Industrial Credit Company

Address PO Box 12809, Pittsburgh, PA 15241

RECORD FEE 10.00
11-2190 ITT R04 110103

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

3. Maturity date of obligation (if any) 7/1/87 06/12/85

CHECK FORM OF STATEMENT

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

Dated 5-24-88

115

R. M. ...
(Signature of Secured Party)
ITT Industrial Credit Company 40739017
Type or Print Above Name on Above Line

STATE OF MARYLAND
BOOK 527 PAGE 382
FINANCING STATEMENT FORM UCC-1

#03-682996-74

Identifying File No. 73853

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

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

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

This financing statement Dated 5/25/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SELYA CORPORATION

Address 7618 THIRD STREET PASADENA 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) 5/25/92

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

4500 Ford Back Hoe
Front End Loader with Full Weather Cab

RECORD FEE 15.00
POSTAGE 2.00
BLANKET LETTER 10.00
TOTAL 27.00
RUM

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SELYA CORPORATION

BY: [Signature]
(Signature of Debtor)

PATRICK DIXON
Type or Print Above Name on Above Line

BY: Barbara A. Dixon
(Signature of Debtor)

BARBARA DIXON
Type or Print Above Signature on Above Line

THE BANK OF GLEN BURNIE

[Signature]
(Signature of Secured Party)

EARL G. WALTER
EXECUTIVE VICE PRESIDENT

Type or Print Above Signature on Above Line

13 50

BOOK 527 PAGE 383

273054

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Sept. 10, 1987, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 850815 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 850815

RECORD FEE 11.00
POSTAGE .30
M42450 0777 004 110124

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Sarto, III
(Signature of Debtor)

Frank J. Sarto, 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1443

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273055

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 7/21/87, Schedule #n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87080481L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) one BTE Simulator S/N 87080481L

RECORD FEE 11.00
POSTAGE .30
CITY RM 110134
RPM 06/02/88

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

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1442

FINANCING STATEMENT

BOOK 527 PAGE 385
FORM UCC-1

Identifying File No. 273056

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 12/24/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86050761 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) one BTE Simulator S/N 86050761

CHECK THE LINES WHICH APPLY

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

RECORD FEE 11.00
POSTAGE .30
RHM 06/02/88

(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, III
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1441

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 12/1/87, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 88010591L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

(1) one BTE Simulator S/N 88010591L

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) FEE 11.00

POSTAGE .50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) FEE 11.00

RHM

(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, Jr.
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1440

FINANCING STATEMENT FORM UCC-1

Identifying File No. 87-2053

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TransFinancial 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 Sept. 8, 1986. Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86101371 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

1 (one) BTE Simulator S/N 86101371

RECORD FEE 11.00

POSTAGE .50

STAMP CITY MD 21061

RHM 06/02/88

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. Sarno, III
(Signature of Debtor)

Frank J. Sarno, 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273059

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Sept. 3, 1987 Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87092981 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

1 (one) BTE Simulator S/N 87092981

RECORD FEE 11.00

POSTAGE .30

STATE TAX 110.00

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1438

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273050

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 11/25/85, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86031551 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86031551

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Sapro, 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, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1437

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273061

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 10/21/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87020871 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) one BTE Simulator S/N 87020871

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .30

MARYLAND STATE TAX 11.00

RAM 06/02/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273062

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Jan. 15, 1988, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 88024191 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

1 (one) BTE Simulator S/N 88024191

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 1.10

POSTAGE .50

REGISTERED 07/17/88

RJM

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1435

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273063

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 6/29/87, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87073081L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

(1) one BTE Simulator S/N 87073081L

CHECK THE LINES WHICH APPLY

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

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

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273061

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 12/16/86, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87040771 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) one BTE Simulator S/N 87040771

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE
REGISTERED CITY RM 110430
RSM

273065

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 Oct. 9, 1986, Schedule # n/a dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86110571 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

1 (one) BTE Simulator S/N 86110571

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00

POSTAGE .00

41-2760-0373 504 1101

RAM

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1431

273866

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 FEB. 11, 1987, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87030771 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 87030771

RECORD FEE 11.00

POSTAGE 1.00

REGISTERED COPY 10.00

16-702-00

CHECK THE LINES WHICH APPLY

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

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

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

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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1432

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272007

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Dec. 9, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86050151 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- 1 (one) BTE Simultaor S/N 86050151

RECORD FEE 11.00

POSTAGE .30

CHECK THE LINES WHICH APPLY

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

Frank J. Sarno, 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1430

FINANCING STATEMENT FORM UCC-1

273063

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 11/19/87, Schedule n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87121191L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) one BTE Simulator S/N 87121191L

RECORD FEE 11.00

POSTAGE .00

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Handwritten signature of 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

Handwritten signature of William J. Ottey

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION 7711 QUARTERFIELD ROAD GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1428

FINANCING STATEMENT FORM UCC-1

Identifying File No. 722009

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 10/21/86 : , Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87020971 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

(1) one BTE Simulator S/N 87020971

RECORD FEE 11.00
POSTAGE .50
#12800 077 RM 11047
16/88/01
RANU

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1429

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273070

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TransFinancial 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 May 6, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86072861 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86072861

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00

POSTAGE .50

#142810 OTTEY INA 710428

WJO 06/02/88

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1427

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273071

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
 Address The Steffey Bldg., Ste. 200-D, 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 Nov. 12, 1986, Schedule n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86012351 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86012351

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarzo, III
 (Signature of Debtor)

Frank J. Sarzo, 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, President
 (Signature of Secured Party)

William J. Ottey, President
 Type or Print Above Name on Above Line

IRVINGTON FEDERAL
 SAVINGS & LOAN ASSOCIATION
 7711 QUARTERFIELD ROAD
 GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273072

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 July 23, 1985, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85110141 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 85110141

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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, Jr.
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County.

1425

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273073

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Jan. 1, 1987, Schedule n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86050861 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86050861

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Signature of Debtor

Frank J. Sarlo, 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, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County.

RECORD FEE 11.00

POSTAGE .30

BLAZEBAG CITY R04 110400

RAM 06/02/88

1424

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273071

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Aug. 28, 1987, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87090781L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 87090781L

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]
(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]
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .50

#142000 DTTT RPT 710143

[Signature] 06/12/88

1423

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273075

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 Dec. 9, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86071261 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86071261

CHECK THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.
(Signature of Debtor)

Frank J. Sarno, 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, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 272076

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

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

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

This financing statement Dated May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TransFinancial Leasing Corp.
Address: The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 Dec. 11, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85091941 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

(1) One BTE Simulator S/N 85091941

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Sarto, III
(Signature of Debtor)

Frank J. Sarto, 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, President
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line
IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE .50
4142870 DTTT 104 1101 11
RAM

1421

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273077

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Dec. 29, 1986. Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT #87030471L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 87030471L

CHECK THE LINES WHICH APPLY

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

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

Handwritten signature of 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

Handwritten signature of William J. Ottey

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION 7711 QUARTERFIELD ROAD GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .50

RECORD DUTY 1.00

RAM

05/24/88

1420

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273073

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Feb. 25, 1986. Schedule // n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT // 86051561 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86051561

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .50

8142890 0777 804 1101

RJM

06/02/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273079

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 Nov. 20, 1985 Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86031351 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86031351

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .50

#142900 CTTY ROMA 11014

PLM 16/02/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273080

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Dec. 5, 1985, Schedule #n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT #86022051 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86022051

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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, President
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE .50
MAY 24 1988
RAN

1417

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Oct. 22, 1986 Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86111171L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86111171L

CHECK THE LINES WHICH APPLY

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

(If 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 1.10

RECORD FEE 2.00

POSTAGE .50

#142920 0777 R04 110444

(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, President

William J. Ottey, President
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line
IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

1416

273032

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Dec. 18, 1986, Schedule // n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86042551 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86042551

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Saryo, III
(Signature of Debtor)

Frank J. Saryo, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00

POSTAGE .50

#142930 0777 004 110143

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
RJM

William J. Ottey
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 873033

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Sept. 23, 1986. Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85100241 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 85100241

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .50

8142960 DTT RM 71043

RHM

FINANCING STATEMENT FORM UCC-1

273081

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Feb., 18, 1986. Schedule 0 n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86011651 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

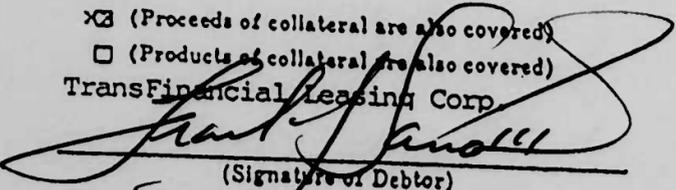
- (1) One BTE Simulator S/N 86011651

CHECK THE LINES WHICH APPLY

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

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

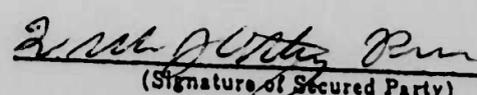
Frank J. Sarro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
MAY 25 1988
RMM

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION


(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 672085

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TransFinancial 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 Jan. 7, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86041051 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86041051

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Sarvo, III
(Signature of Debtor)

Frank J. Sarvo, 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, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County.

1412

273036

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 July 30, 1985, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85092641 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 85092641

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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. Sargo, III
(Signature of Debtor)

Frank J. Sargo, 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, III
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE .00
#182970 CITY ROMA T10143
RHM 06/10/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273037

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Mar. 20, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86051761 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86051761

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

273088

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Oct., 1985, Schedule 7 n/a dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86012451L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86012451L

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL
SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Jan. 27, 1988 Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 860414 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 860414

CHECK 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 2.00

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

CITY AND COUNTY

Rum

(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
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273030

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

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

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

This financing statement Dated May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Dec. 30, 1986. Schedule # n/a dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87051781L as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Stimulator S/N 87051781L

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .30

#143010 0777 RM4 110

RAM 06/03/88

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273091

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 July 3, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87030271 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) BTE Simulator S/N 87030271

CHECK THE LINES WHICH APPLY

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

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

(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]

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273092

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Sept. 21, 1987 Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 87092781 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

(1) One BTE Simulator S/N 87092781

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE .30
#113030 CTTT NOV 11/04/88
RAM 06/03/88

1405

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273003

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 24, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: TransFinancial 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 Sept. 21, 1987, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 86074361 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 86074361

CHECK THE LINES WHICH APPLY

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

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

William J. Ottey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with Anne Arundel County

RECORD FEE 11.00

POSTAGE .30

#142040 0777 604 110140

RAM 06/02/88

1404

273091

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

02

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

2. SECURED PARTY

21061

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 1/18/88, Schedule #02, dated 4/12/88 between Assignor as Lessor and LEASE ACCOUNT #110888 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 5/16/88 between Assignor and Assignee:

See attached equipment list

RECORD FEE 11.00

POSTAGE .50

434750 0777 804 110447

18670782

CHECK THE LINES WHICH APPLY

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

RAM

(If collateral is goods which are or are to become fixtures) The above 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. Saffro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Orrey
(Signature of Secured Party)

William J. Orrey, President
Type or Print Above Name on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
7711 QUARTERFIELD ROAD
GLEN BURNIE, MARYLAND 21061

Filed with *AA 60*

LYO

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6 (six)	Hot/Ice Units - S/N's 1889, 1896, 1907, 1908, 1909, & 1910
6 (six)	Stands for Hot/Ice Units
10 (ten)	Hot/Ice Units w/stands - S/N's 434, 435, 436, 454, 455, 496, 497, 5527, 5528, 529
50 (fifty)	Electronic Medical Sciences - Model #250 EMS 250 Muscle Stimulators - S/N's 3654, 3652, 3656, 3655, 3685, 3686, 3620, 3619, 3667, 3668, 3663, 3670, 3684, 3683, 3682, 3653, 3612, 3613, 3614, 3616, 3650, 3651, 3617, 3618, 3671, 3641, 3640, 3639, 3675, 3672, 3673, 3674, 3649,, 3647, 3648, 3637, 3690, 3689, 3688, 3691, 3629, 3630, 3631, 3687, 3609, 3610, 3607, 3608, 3615, 3701.

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

fjs.5.ortho.dis.eq.irv

IRVINGTON FEDERRAL SAVINGS & LOAN ASSOC.

BY:

TITLE:

[TO BE CROSS INDEXED]

- To be recorded
- (1) in the Financing Statement Records of Anne Arundel County
 - (2) in the Land Records of Anne Arundel County
 - (3) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

RECORD FEE 27.00
 POSTAGE .50
 #190780 C237 R02 T13:05
 06/02/88

FINANCING STATEMENT

- 1. Debtor: Address of Debtor: *RAM*
 RIVERBAY ASSOCIATES, a Maryland general partnership 920 Bestgate Road
 Annapolis, Maryland 21401
- 2. Secured Party: Address of Secured Party:
 SOVRAN BANK/MARYLAND, a banking corporation organized and existing under the laws of the State of Maryland 6411 Ivy Lane
 Greenbelt, Maryland 20770

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies,

2700
53

curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

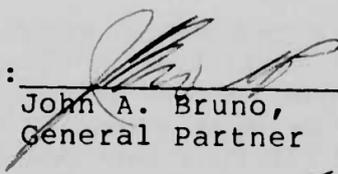
6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

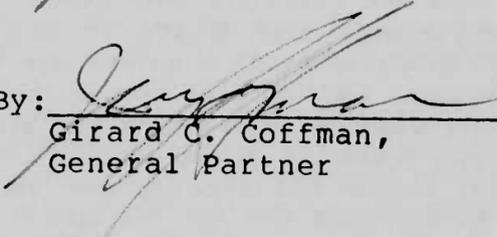
RIVERBAY ASSOCIATES,
a Maryland general partnership

Dated: May 27, 1988

By:


John A. Bruno,
General Partner

By:


Girard C. Coffman,
General Partner

Mr. Clerk: Please return to:

Mark G. Levin, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

97/80:5/88

PARCEL NO. 1:

BEGINNING for the first at a stake with nail on the line of Murray Avenue at a distance of 340 feet in a Northwesterly direction from the line of Franklin Street and running thence North $34\text{-}1/2^\circ$ East 111.40 feet to a stake on the line between the Murray and Franklin properties; thence with the said line North $65^\circ 10'$ West 41 feet to a stake; thence South $34\ 1/2^\circ$ West and parallel to the first line 103.40 feet to a stake on the line of Murray Avenue; thence with the line of Murray Avenue South $55\ 1/2^\circ$ East 40 feet to the beginning stake; known as Lot Number 10 of Block "C", of Melvin's Plat of Murray Hill, recorded among the Plat Records of Anne Arundel County in Plat Book 19, Page 18.

The improvements thereon being known as 16 Murray Avenue.

BEING the same property which by Deed dated November 24, 1965, recorded among the Land Records of Anne Arundel County in Liber 1926 folio 26 was granted and conveyed by Emma V. Shortt to Edwin Davis, Jr., H. Logan Holtgrewe, Earl L. Chambers, Jr., John G. Lyons, Jr., and Gene D. Trettin, trading as Medical Arts Associates.

PARCEL NO. 2:

BEGINNING for the second at the beginning of the conveyance by Frances H. Seymour and husband to Stanley J. Reynolds by deed dated July 24, 1944, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH No. 313, folio 58; thence leaving said beginning point so fixed and running with the southwestermost side of Shaw Street South $77^\circ 11' 50''$ East 9.46 feet to a curve to the right having a radius of 309.86 feet thence running with said curve an arc of 67.48 feet, said arc having a chord of South $70^\circ 42' 40''$ East 67.44 feet to the beginning of the second line of the conveyance by J. Wirt Randall, Trustee, to Lester B. Lacey by deed dated December 14, 1912, and recorded among the Land Records of Anne Arundel County in Liber G.W. 96, folio 84; thence leaving said Shaw Street and running with the second line of said conveyance to Lacey, as now surveyed, South $31^\circ 56' 30''$ West 139.79 feet to a point 0.57 feet Southeast of the Southeast corner of a garage; thence leaving said conveyance to Lacey and running with the Southernmost wall of said garage and with the second line of the conveyance by Alex S. Prosky and wife to William Kyle Smith and his wife by deed dated July 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1045, folio 352, as surveyed by J.R. McCrone, Jr. Incorporated, July 1956, North $67^\circ 51' 10''$ West 21.16 feet to an iron pipe there found; thence leaving said second line and running with part of the first line of said conveyance South $34^\circ 26' 50''$ West 1.95 feet to intersect divisional line between the Murray Hill property (See Melvin's plan of Murray Hill, see Plat Book 19, Plat No. 18) and the Franklin Estate (See Plat No. 1189 Equity); thence leaving said conveyance to William Kyle Smith and running with said divisional line North $67^\circ 23' 26''$ West 26.73 feet to the end of the first line of the conveyance by Frances Seymour and husband to Benjamin Hurwitz and wife by deed dated October 6, 1932, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 103, folio 440; thence leaving said divisional line between the Franklin Estate and Murray Hill and running with the second and third lines of said conveyance to Hurwitz North $25^\circ 06' 10''$ East 217.0 feet to an iron pipe now set and North $66^\circ 50'$ West 15.84 feet; thence running with the fourth line and continuing beyond said line to Shaw Street, running partially

with the westernmost side of a row of garages on the described lots North $27^{\circ} 17'$ East 113.04 feet to the place of beginning. According to a survey and plat prepared by Edward Hill, III, Registered Land Surveyor, in September 1959.

BEING the same property which by Deed dated July 1, 1986, recorded among the Land Records of Anne Arundel County in Liber No. 4194, folio 825, was granted and conveyed by Bernard Legum and Rose Legum, his wife, to Medical Arts Associates.

PARCEL NO. 3:

BEGINNING for the third at the beginning of the conveyance by Collins O. Lacey to John F. Obery and Herbert W. Russell, by deed dated February 19, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 213, folio 16; the said beginning point being at the intersection of the lot line between Lots Numbers 18 and 19, Shaw Street, with the Southernmost side of Shaw Street as shown on a Plat of the Franklin Estate filed among the Equity Records of Anne Arundel County in Liber G.W. 63, folio 492; said lot number 18 being conveyed to George E. Wooley by deed dated June 15, 1909 and recorded among the Land Records of Anne Arundel County in Liber G.W. 72, folio 127; thence leaving said beginning point so fixed and said lot line and running with the Southernmost side of Shaw Street, North $57^{\circ} 55' 50''$ West 64.67 feet; thence leaving said conveyance by Lacey to Obery and Russell and running still with said side of Shaw Street and with the first line of the conveyance by Lester B. Lacey and wife to John F. Obery by deed dated November 8, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 45, folio 397, North $60^{\circ} 17'$ West 39.84 feet to the end of the Easternmost or South $31^{\circ} 56' 30''$ West 138.79 foot line of the conveyance by M. Elma Owings, et al, to Bernard Legum, by deed dated October 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1338, folio 129, thence running with part of said conveyance by Lester B. Lacey to John F. Obery, South $31^{\circ} 56' 30''$ West 86.0 feet; thence leaving said conveyance to Legum and running with the third line of said conveyance to Obery as now surveyed South $60^{\circ} 14' 50''$ East 40.52 feet to an iron pipe now set in the Easternmost or South $35^{\circ} 12'$ West 137.8 foot line of said conveyance by Collins O. Lacey to Obery and Russell; thence leaving said conveyance by Lester B. Lacey to John F. Obery and running with the lines of said conveyance to Obery and Russell as now surveyed South $31^{\circ} 29' 10''$ West 51.8 feet, South $65^{\circ} 46' 10''$ East 64.81 feet to the divisional line between the Franklin Estate and the Murray Estate and to they said lot line between Lots Number 18 and 19, thence leaving said divisional line between the Franklin and Murray Estates and running with said lot line North $31^{\circ} 39' 10''$ East 128.95 feet to the place of beginning. Containing 0.277 acres, more or less. According to a Survey and Plat made by Edward Hill, III, Registered Land Surveyor, in July 1964.

BEING the same property which by Deed dated November 24, 1965, recorded among the Land Records of Anne Arundel County in Liber No. 1926, folio 31, was granted and conveyed by George E. Rullman, Jr., Trustee, to Edwin Davis, Jr., H. Logan Holtgrewe, Earl L. Chambers, Jr., John G. Lyons, Jr. and Gene D. Trettin, trading as Medical Arts Associates.

AND ALL THREE PARCELS collectively BEING the same property which by Deed dated December 18, 1986 recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland was conveyed to Riverbay Associates, a Maryland General Partnership from Medical Arts Associates, a Maryland General Partnership.

527-430

PARCEL NO. 4:

BEGINNING for the same at an iron pipe set on the northeast side of the Baltimore-Annapolis Railroad right of way line (66 feet wide) and on the south side of Riggs Avenue (30 feet wide) and at the same beginning point as in the conveyance between Isaac Strauss and Sarah I. Strauss, his wife, to Arthur W. Giddings and Lydia E. Giddings, his wife, by deed dated April 5, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 304, folio 242; and running from said beginning point so fixed and with the outlines of said conveyance as now surveyed, leaving said Baltimore-Annapolis Railroad right of way and with the south side of said Riggs Avenue, and with bearings referred to Maryland Grid North, North 52 degrees 44 minutes East 71.56 feet to a pipe set on the southwest side of the Old Annapolis Boulevard (60 feet wide); thence with the same and leaving said Riggs Avenue, South 16 degrees 40 minutes 40 seconds East 162.16 feet; thence South 18 degrees 39 minutes East 102.59 feet to intersect the above mentioned northeast side of the Baltimore-Annapolis Boulevard, North 33 degrees 05 minutes West 249.69 feet to the place of beginning. Containing 0.19 of an Acre, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in September, 1970.

BOOK 527 431

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

527-431

Identifying File No. 273096

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

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

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

This financing statement Dated 5-31-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eastern Food Systems, Inc.
Address 232 North Franklinton Road, Baltimore, MD 21223

2. SECURED PARTY

Name Farmers National Bank of Maryland
Address 5 Church Circle
Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
All equipment now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such equipment.
All accounts and inventory now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts and inventory.

RECORD FEE 11.00

SEARCH FEE .50

#277880 0055 R01 T14:31

06/02/88

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)

RAM

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

Eastern Food Systems, Inc.
Donald C. Sheldon
(Signature of Debtor)

Donald C. Sheldon
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

Ross J. Selby
(Signature of Secured Party)
Ross J. Selby, Sr. V.P.
Type or Print Above Signature on Above Line

EXHIBIT "A"

BEGINNING for the same at a point on the wester right-of-way line of Old Annapolis Boulevard, said point being in the South $08^{\circ}49'$ West 220.43 foot line of a conveyance from Pass-Thru Title Co., Inc. to Frank O. Shepherd and Louisa C. Shepherd, his wife, and Kenneth O. Vanous and Grace Vanous, his wife, by deed dated November 19, 1962 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber LNP 1616, folio 39, said point of beginning being further located at the beginning of the North $81^{\circ}11'$ West 181.20 foot line of a lease from Frank O. Shepherd and Louisa C. Shepherd, his wife, and Kenneth O. Vanous and Grace Vanous, his wife, to Gee Gee Realty Corp. dated March 31, 1962 and recorded among the said Land Records in Liber LNP 1663, folio 348; thence leaving said lease to Gee Gee Realty Corp. and running from the place of beginning so fixed and with the western right-of-way line of said Old Annapolis Boulevard, and with part of the said 220.43 foot line of the whole tract, South $08^{\circ}49'$ West 50.43 feet to a point; thence running South $09^{\circ}30'40''$ West 82.56 feet to a point of curve; thence running with the arc of a curve to the right having a radius of 36.22 feet, an arc length of 60.48 feet and a chord bearing and distance of South $57^{\circ}21'$ West 53.70 feet to a point of tangency in the northern right-of-way line of Marbury Road; thence running with said right-of-way line of Marbury Road, North $74^{\circ}48'40''$ West 139.05 feet to a point; thence leaving said Marbury Road and running with part of the western line of the whole tract, North $08^{\circ}90'$ East 152.99 feet to a point at the end of the said North $81^{\circ}11'$ West 181.20 foot line of the above mentioned lease to Gee Gee Realty Corp; thence running with said 181.20 foot line, reversely, South $81^{\circ}11'$ East 181.20 feet to the place of beginning. CONTAINING 0.66 of an acre, more or less, according to a description prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in November, 1971.

BEING the same property described in a Deed dated December 29, 1983 from George Mercado, Inc. to George Mercado and Maria Mercado recorded among the Land Records of Anne Arundel County in Liber 3678, folio 744.

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 4/23/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRENSILLI, John A.
Address 2 Pueblo Court, Gaithersburg, MD 20878

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

1985 32' Carver 3270 fiberglass hull #CDRNO061K485
1985 Twin 270 HP Crusader gas engines

Home anchorage/winter: Annapolis, MD

Mail to

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#122460 0040 R03 115:35
06/02/88

RHM

John A. Frensilli
(Signature of Debtor)
John A. Frensilli

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
AGENT

(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

11.00
.50

FINANCING STATEMENT

BOOK 527 PAGE 435

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265498

RECORDED IN LIBER 506 FOLIO 565 ON January 5, 1987 (DATE)

1. DEBTOR

Name Fit For U, Inc. T/A Fitness Concepts

Address 564-H Governor Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Mail to

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1900 SULPHUR SPRING ROAD

BALTIMORE MARYLAND 21227

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

① Please amend Debtor's name to read:
Fitforu, Inc. T/A Fitness Concepts

② Please amend Secured Party's name to read:
Transamerica Commercial Finance Corporation

RECORD FEE 12.00
POSTAGE .50

#122470 C040 R03 115:43
06/02/88

12.00
-50

RHM

Dated May 31, 1988

X [Signature]

SIGNATURE OF DEBTOR

[Signature]
(Signature of Secured Party)

D.R. Williams Branch Operations Manager
Type or Print Above Name on Alternative

[TO BE CROSS INDEXED]

- To be recorded
- (1) in the Financing Statement Records of Anne Arundel County
 - (2) in the Land Records of Anne Arundel County
 - (3) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

1. Debtor:

LEON E. ROMO and MARILYNN E. ROMO

527 436

Address of Debtor:

1611 Harmony Acres Lane Annapolis, Maryland 21401

2. Secured Party:

SOVRAN BANK/MARYLAND, a banking corporation organized and existing under the laws of the State of Maryland

Address of Secured Party:

6411 Ivy Lane Suite 510 Greenbelt, Maryland 20770

RECORD FEE 18.00
 POSTAGE .50
 06/02/92

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

RAM

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the Land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies,

10
JW

curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of the Real Property and any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any

and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: 5-25-88, 1988

Leon E. Romo
Leon E. Romo

Marilynn E. Romo
Marilynn E. Romo

Mr. Clerk: Please return to:

Mark G. Levin, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

97/62:5/88

EXHIBIT "A"

Beginning for the same at a point on the east side of State Circle; said point being located 58 feet Southeasterly from the intersection formed by the East side of State Circle with the South side of Maryland Avenue; said point marks the intersection formed by the center line of the partition wall between the building located on the lot herein described and the building situated on the lot lying adjacent thereto on the Northwest; thence from the point of beginning so fixed leaving said State Circle and binding on said partition wall, North 52 degrees 11 minutes 30 seconds East 59.85 feet; thence leaving said partition wall, binding on the Northeast face of said last mentioned building, leaving said first mentioned building, North 37 degrees 48 minutes 30 seconds West 2.40 feet; thence binding on the Southeast face of said last mentioned building, North 52 degrees 11 minutes 30 seconds East 21.88 feet to intersect the Southwest face of a frame building; thence leaving said last mentioned building, binding on the Southwest face of said frame building, South 37 degrees 48 minutes 30 seconds East 2.40 feet to intersect the Northwest face of the building located on the lot herein described, aforesaid; thence binding on the center line of the partition wall between said frame building and said last mentioned building, North 52 degrees 11 minutes 30 seconds East 8.60 feet; thence still binding on said frame building and binding on the Southeast face of a brick building adjacent hereto on the Northwest, North 50 degrees 32 minutes 20 seconds East 47.91 feet to the East corner of said brick building; thence leaving said brick building, binding on and with a line of fence, South 38 degrees 57 minutes 10 seconds East 29.33 feet to the North corner of another brick building adjacent hereto on the Southeast; thence binding on the Northwest face of said brick building, and also binding on the Northwest face of a concrete wall, and the prolongation thereof, South 51 degrees 41 minutes 50 seconds West 145.95 feet to intersect the East side of State Circle, aforesaid; thence binding on the East side of said State Circle, North 24 degrees 39 minutes 40 seconds West 30.0 feet to the point of beginning. Containing 0.095 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in January 1957 and the improvements upon which are known as 66 State Circle.

Mail to MARK G LEVIN, Esq

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)

FAWTHROP, ADYNE G.
105 HASTINGS LANE
PASADENA, MD 21122

2 Secured Party(ies) and Address(es)

ASSOCIATES COMMERCIAL CORPORATION
P O BOX A
COLLEGE PARK, MD 20740

3 Maturity date (if any):

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

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

1987 FORD MODEL LTL 9000 SERIAL #FDZA90X8HVA65582 WITH A
1987 J & J STEEL DUMP BODY SERIAL #811559

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES
CONTRACT SIGNED BY DEBTOR.

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

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

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

Filed with: ANNE ARUNDEL COUNTY 1335606

ADYNE G. FAWTHROP

ASSOCIATES COMMERCIAL CORPORATION

By: *Adyne G. Fawthrop*
Signature(s) of Debtor(s)

By: *James W. Smith*
Signature(s) of Secured Party(ies)

FILING OFFICER COPY-ALPHABETICAL

11.50

BOOK 527 PAGE 441

RAM

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): Damon R. Hostetter 408 Forest Beach RD. Annapolis, MD 21403	2. Secured Party(ies) Name(s) and Address(es): <i>Mail to</i> Key Bank N.A. 60 State Street Albany, N.Y. 12207 Note Dept.		4. For Filing Officer: Date, Time, No.-Filing Office RECORD FEE 12.00 POSTAGE .50 461-119
5. This statement refers to original Financing Statement No. 21031		filed (date) 4/20/83	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. 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).

Liber 461 Page 114

This statement is to be indexed in the Real Estate Records

Section	Block	Lot
---------	-------	-----

By Damon R. Hostetter Signature(s) of Debtor(s) (only on amendment)

By *Lise Van Houth* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Numerical

5/82

STANDARD FORM - FORM UCC-3 - Approved by Secretary of State of New York

F-2274-99

BOOK 527 PAGE 442

273103

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) MOORE BARBARA M. MOORE DONALD L. 7855 FREETOWN RD GLEN BURNIE MD 21061		2 Secured Party(ies) Name(s) and Address(es) Mail to EASTERN HOMES, INC. 8291 WASHINGTON BLVD. JESSUP, MD 20794		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1988 KEMBERLY SERIAL # 9432 VEGA 24 X 66 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURE INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194 *The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8)		4 For Filing Officer Date, Time No Filing Office RECORD FEE 12.00 #148740 0277 604 715443	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner			
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State or <input type="checkbox"/> when the Debtor's location was changed to this State		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).			

By Barbara Moore MOORE BARBARA M. By Donald L. Moore MOORE DONALD L. EASTERN HOMES, INC.

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

(3/83)

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

No. of Additional Sheets Presented		3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) KOSANOVICH YVONNE L. 4 S. Paula St. PARKWAY VILLAGE MHP LOT LAUREL MD 20707	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 13.00 POSTAGE .50
5 This Financing Statement covers the following types (or items) of property 1988 KEMBERLY VEGA II 24 X 44 SERIAL # 0486GA-A/B AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) Mail to GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194
8 Describe Real Estate Here. <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	<input type="checkbox"/> The described crops are growing or to be grown on * <input checked="" type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

By Kosanovich Yvonne L. Signature(s) of Debtor(s) By EASTERN HOMES, INC. Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL 91.80
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 527 PAGE 444

273110

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) RICKMAN JAMES H. RICKMAN LAJOUNDA L. 8 N GAIL STREET LAUREL MD 20707		2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1981 CHAMPION SERIAL # 3BR0710071678 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		6 Assignee(s) of Secured Party and Address(es) Mail to GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4 For Filing Officer Date, Time No Filing Office RECORD FEE 12.00 POSTAGE .50 #143240 0777 804 715145 08/02/88	
8 Describe Real Estate Here <input checked="" type="checkbox"/> Products of the Collateral are also covered		9 Name of a Record Owner <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		No. & Street Town or City County Section Block Lot		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	

By James H. Beckman Signature(s) of Debtor(s) By DC [Signature] Signature(s) of Secured Party(ies)
(3/83) (1) FILING OFFICER COPY—NUMERICAL 1150 (Required only if Item 10 is checked.)
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 527 PAGE 445

273111

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) MITCHELL GARY L. 490 PATUXENT ROAD #53 ODENTON MD 21113	2 Secured Party(ies) Name(s) and Address(es) PROFESSIONAL MH BROKERS 10401 LANHAM-SEVERN ROAD LANHAM, MD 20706	4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 13.00 POSTAGE .50	
5 This Financing Statement covers the following types (or items) of property 1983 REDMAN -0- 14 X 65 SERIAL # 12213460 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT <input type="checkbox"/> Products of the Collateral are also covered		6 Assigment(s) of Secured Party and Address(es) Mail to GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
8 Describe Real Estate Here: No. & Street Town or City County Section Block Lot	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>Mitchell Gary L.</u> <i>Gary Mitchell</i> Signature(s) of Debtor(s)		By <u>PROFESSIONAL MH BROKERS</u> <i>Debra Jones</i> 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			

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. Schedule 01

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/ MARYLAND
Address 7 St. Paul Street, 5th Floor
Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

Mail to

3. Maturity date of obligation (if any) _____

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

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/24/88, Schedule # 01, dated 3/28/88 between Assignor as Lessor and LEASE ACCOUNT # 842308 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated May 24, 1988 between Assignor and Assignee:

- (1) One Datsun 5000 Forklift Model #PF02-A25V
Serial number PF02-001761

CHECK THE LINES WHICH APPLY

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

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

Signet Bank/ Maryland

Stephen B Bradley, AVP
(Signature of Secured Party)

STEPHEN B. BRADLEY, AVP
John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in State of Maryland

RECORD FEE 11.00

POSTAGE .50

#143340 1777 004 715141

06/02/88

RHM

11.50

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

Roll No. 362 Page No. 65
Identification No. 204987 Dated September 23, 1976

1. Debtor(s) { Anne Arundel General Hospital
Name or Names—Print or Type
Franklin & Cathedral Sts., Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party ~~Mail to~~ { The Farmers National Bank of Annapolis
Name or Names—Print or Type
5 Church Circle, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RETURN FEE 10.00
POSTAGE .30
#143350 CITY R04 11345
PJM (09/23/76)

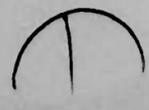
Dated: 5/23/88 The Farmers National Bank of Annapolis
Name of Secured Party
Donna J. Stevers
Signature of Secured Party
Donna Stevers, Loan Operations Officer
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mail to

Please return to: Davis Sherman, Esq.
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

1550



TO BE
XXX NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
XXX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

BOOK 527 PAGE 448

FINANCING STATEMENT

273113

1. DEBTOR (S):

Charles D. KANE T/A KANE'S EXCAVATORS
Name or Names - Print or Type

707 DELMAR ROAD - GLEN BURNIE, ANNE ARUNDEL, 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 DEERE INDUSTRIAL EQUIPMENT COMPANY
Name or Names - Print or Type

400 19th Street, Moline, Illinois 61265
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).
(1) John Deere Model 455G Crawler Loader w/Turbocharged Engine, Pedal Steering, Three Spool Valve, Std. Track, Front Rear Chain Guide, Dual Batteries, 1 1/2 Cu. Yd. General Purpose Bucket, Reverse Warning alarm, Master Disconnect Switch, Ether Start Aid, Reversible Fan, Sprocket Weights, Work Lights, Headliner, Drawbar & ROPS.
4. If above described personal property is to be affixed to real property, describe real property.
N/A
5. If collateral is crops, describe real estate.
N/A
6. Proceeds of collateral XXX are, ___ are not covered.
7. Products of collateral ___ are, XXX are not covered.

RAM

RECORD FEE 12.00

8143370 0777 004 113481

06/02/00

DEBTOR (S):

Charles D. Kane
Signature of Debtor

Charles D. KANE T/A KANE'S EXCAVATORS
Type or Print

Signature of Debtor

Type or Print

SECURED PARTY:

JOHN DEERE INDUSTRIAL EQUIPMENT CO.
Company, if applicable

TOM LLOYD
Signature of Secured Party

Type or Print (include title if Co.)

To the filing Office: After this settlement has been recorded please mail the same to:

Mail to
Name & Address JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY, 400, 19th St., Moline, Ill. 61265

18

Financing Statement

COPY FOR FILING

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

Record in:

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

NAME	Street	CITY	State
1. Debtor(s)			
<u>Slender Reflections, Inc., 3730 Coronado Road, Baltimore, Maryland 21207</u>			
<u>Suite 2, Crofton Depot, Md Rte 450, Crofton, MD 21114</u>			

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

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

Secured Party: SOVRAN BANK/MARYLAND
By: Joseph D. O'Leska, Jr.
Type Name Joseph D. O'Leska, Jr.
Title Assistant Vice President

Debtor(s) or Assignor(s)
SLENDER REFLECTIONS, INC.
By: John L. Tanavage, President
By: Mordecai E. Buckingham, Vice President
Type or Print Name and Title of Each Signature

Handwritten initials or mark.

SCHEDULE A

Tax refunds and refunds of insurance premiums (in addition to the property listed on the face of the Financing Statement).

1505H



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

BOOK 527 PAGE 451

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

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party of Record and Mailing Address:
ITT Commercial Finance Corp.
P. O. Box 866547
Plano, Tx. 75086-6547

4. This statement refers to original
Financing Statement No. 249200, Liber 466, Page 199
Date filed 9/30, 19 83

Check only if applicable This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented _____

5. A. AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- B. TOTAL 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 6 below.
- C. 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 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- D. CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- E. PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- F. TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6. Please see attached.

RECORD FEE 12.00
POSTAGE .50
H279460 C345 R01 T14443
06/03/88
RAM

Harley Davidson of Annapolis, Inc.

ITT Commercial Finance Corp.

By Signature(s) of Debtor(s)

By Signature(s) of Secured Party(ies)

12-
50

XXX NOT TO BE

RECORDED IN
LAND RECORDS

XXX NOT SUBJECT TO

ON PRINCIPAL
AMOUNT OF
\$

BOOK 527 PAGE 452

273116

FINANCING STATEMENT

1. DEBTOR (S):

Charles J. CROOK, T/A C&C EXCAVATING
Name or Names - Print or Type

1 GENE AVE. PASADENA, ANNE ARUNDEL MD 21122
Address - Street No., City - County State Zip Code

Name or Names - Print or Type

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

2. SECURED PARTY:

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

400 19th Street, Moline, Illinois 61265
Address - Street No., City - County State Zip Code

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

(1) New John Deere Model 9300 Backhoe Attachment, S/N 52824

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

N/A

RECORD FEE 11.00

5. If collateral is crops, describe real estate.

N/A

POSTAGE .50

#122750 0040 R03 113:01

06/03/88

6. Proceeds of collateral XXX are, _____ are not covered.

7. Products of collateral _____ are, XXX are not covered.

PAM

DEBTOR (S):

SECURED PARTY:

Charles J. CROOK T/A C&C EXCAVATING
Signature of Debtor

Charles J. Crook
Type or Print

* Charles J. Crook
Signature of Debtor

Type or Print

JOHN DEERE INDUSTRIAL EQUIPMENT CO.
Company, if applicable

Mou Lloyd
Signature of **CREDIT MANAGER**

Type or Print (include title Co. if

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY, 400, 19th St., Moline, Ill. 61265

11.00
.50

BOOK 527 PAGE 453

273117

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN Anne Arundel County
~~LAND~~ RECORDS Chattel Records

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

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Montgomery Mortgage, Inc.		6290 Montrose Road,	Rockville, Maryland	20852

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
The First National Bank of Maryland		15850 Crabbs Branch Way,	Rockville, Maryland	20852

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

- (i) The interest of Debtor in that certain Deed of Trust Promissory Note dated May 31, 1988.
- (ii) All assets of Debtor in which the Secured Party has been granted a Security interest under any other security agreement between the Debtor and Secured Party. (contained on next page)

RETURN TO:

(If affixed to realty—state value of each article)

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

4279160 0345 R01 113:08

06/03/88

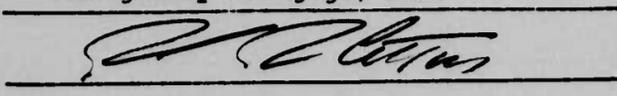
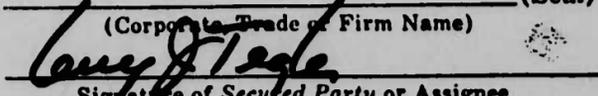
RHM

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

<u>Debtor(s) or assignor(s)</u>	<u>Secured Party (or Assignee)</u>
Montgomery Mortgage, Inc.	The First National Bank of Maryland
	 (Seal)
Richard R. Cotton, President	Guy J. Tegler, Vice President
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

Please Return to:
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
11921 Rockville Pike, Suite 300
Rockville, Maryland 20852

51-067-022

11/1/88

FINANCING STATEMENT
Page 2

Continued from Page 1:

Block 1:

- (iii) Any accounts, property, securities, or monies of Debtor which may at any time be assigned or delivered or come into possession of the Secured Party.
- (iv) All of the actual books and records pertaining to the collateral.

Note: The note and deed of trust referred to herein are as follows:

- (a) promissory note dated May 31, 1988 made by Montgomery Model Homes, Inc., a Maryland Corporation to the order of Montgomery Mortgage, Inc. (the Debtor herein) in the principal sum of \$112,500.00.
- (b) deed of trust dated May 31, 1988 from Montgomery Model Homes, Inc., a Maryland corporation, securing Montgomery Mortgage, Inc. in the principal sum of \$112,500.00. The property covered by the deed of trust is:

Lot 4, as shown on a plat of subdivision entitled "SEVERN WOODS", as per plat thereof recorded at Plat Book 107, Page 35, among the Land Records of Anne Arundel County, Maryland.

The above promissory note has been assigned by Montgomery Mortgage, Inc. to The First National Bank of Maryland, the Secured Party herein.

After Recordation, Please Return To:

Gary J. Stein, Esquire
Shulman, Rogers, Gandal, Porady & Ecker, P.A.
11921 Rockville Pike, Suite 300
Rockville, Maryland 20852
(301) 230-5200

Our File No. 51-067-022

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 ~~Young Yong~~ Chae Kwon and Hae Yong Kwon and Yong Woo Lee and Sung S. Lee T/A South River Cleaners
Name _____
Address 3208 Soloman's Island Road, Edgewater, MD 21037

2. SECURED PARTY
Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza
Whippany, New Jersey 07981
Person And Address To Whom Statement Is To Be Returned 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.

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

RECORD FEE 15.00
POSTAGE .50
#279780 0345 R01 T14:10
05/03/88

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) *RAM*
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

15.50

Young Chae Kwon
(Signature of Debtor)
Young Chae Kwon, Partner
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Circle Business Credit, Inc.
(Signature of Secured Party)
Jacquie Schultz M.S.
Type or Print Above Signature on Above Line

(SCHEDULE A)

<u>QUANTITY</u>	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>
1		20-hp Fulton Oil-Fired Boiler, With Night Set-Back Button
1		Vertical Return Tank for Boiler
1		Blow-Down Separator for Boiler
1		5-hp Air Compressor
1		30-lb Detrex, Dry to Dry, Cleaning Machine, Rebuilt
1		Kleen-Rite 2-Tube Filter, Rebuilt
1		3-Ton Artic-Chill Chiller
1		Cissell Vacuum 6D3
1		Cissell Spotting Board
1		Cissell Pre-Spotting Unit
1		Cissell AOL45 Fully Automatic Legger, Lowboy Assy & Iron
1		Cissell Model B Pants Topper
1		Cissell Single Puff Iron 1M
1		Cissell AUR42 Utility Press, Sleeve Arm, Lowboy & Iron
1		Cissell FFCD Form Finisher
1		Cissell 3-Way Puff Iron, 1L, 2, 4C & Extension Bracket
1		White Conveyor, N-800 Up & Down 800 Order
1		100-Gal. Hot Water Heater, Steam-Heated
1		50-lb. Dyna-Mite Washer-Extractor, 4 Compartment Supply
1		Unipress 53T Laundry Legger
1		Unipress Pants Topping Press
1		Unipress CSB Compact Single Buck Shirt Unit
1		Unipress ABS Cabinet Air Bag Sleever
1		Unipress STH Triple Head Collar & Cuff Press
1		Unipress MF-12 Manual Shirt Folder
1		Unipress 29283 Damp Box
1		Unipress 16089 Collar Form

Equipment Location:

Thompson Creek Mall
 Route 50, C-5
 Stevensville, MD 21666



MARYLAND NATIONAL BANK

We want you to grow.

273119

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. 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)
**AUTORAMA SALES, INC. D/B/A
 FELTMAN POWERBOATS**

Address(es)
**2820 Solomons Island Road
 Edgewater, Maryland 21037**

6. Secured Party
 Maryland National Bank
 Attention: Anjana Singh
 Mail Stop 091059

Address
**7178 Columbia Gateway Drive
 Columbia, Maryland 21045**

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 12.00
 POSTAGE .50
 #192630 C345 R02 T14:22
 06/03/88

RHM

AUTORAMA SALES, INC. D/B/A FELTMAN POWERBOATS

 (Seal)
Ralph L. Feltman, Jr., President

Secured Party
 Maryland National Bank

(Seal)

R.B. Megee, 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.

12
Lo



MARYLAND NATIONAL BANK

We want you to grow.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ 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) AUTORAMA SALES, INC. D/B/A FELTMAN POWERBOATS Address(es) 2820 Solomons Island Road Edgewater, Maryland 21037

6. Secured Party Maryland National Bank Address 7178 Columbia Gateway Drive Columbia, Maryland 21045
 Attention: Anjana Singh Mail Stop 090159

RECORD FEE 12.00
 POSTAGE .50
 #279410 0345 R01 T14#21
 06/03/88
 RMM

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C. *Accounts* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

AUTORAMA SALES, INC. D/B/A FELTMAN POWERBOATS
Ralph L. Feltman, Jr., President (Seal)

Secured Party
 Maryland National Bank
R. B. Megee (Seal)
R. B. Megee, 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.

12-58

JUNE 3, 1988

SCHEDULE A

1988 Trojan 10 M Mid Cabin Express- TRJGK051K788	\$ 94,733.00
1988 Trojan 12 M Motoryacht - TRJPK017A888	244,418.00
1988 Trojan Classic 36' Cruiser - TRJDK019E788	111,608.00
1988 Trojan 10.8 M Convertible - TRJJK029J788	123,668.00
1988 Trojan 10 M Mid Cabin Express- TRJGK024G788	96,608.00
1988 Trojan 13 M Express - TRJSK003B788	279,570.00
1988 Trojan 11 M Express - TRJKK014H788	132,038.00
1988 Trojan 12 M Convertible - TRJNK004E788	216,548.00
1988 Trojan Classic 36' Tri Cabin - TRJCK002F788	112,628.00
1988 Trojan F-32 Sedan - TRJBK031K788	81,503.00
1988 Classic 32' Sedan - TRJBK019F788	74,633.00
1988 Trojan 10 M Mid Cabin Express - TRJGK024G788	96,608.00

R. L. Fuller



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 227311

RECORDED IN LIBER 412 FOLIO 394 ON August 14, 1979 (DATE)

1. DEBTOR

Name Ruppert Brothers of Maryland, Inc.
Address 479 Jumpers Hole Road, Suite #203, Severna Park, MD 21146

2. SECURED PARTY

Name The First National Bank of Maryland
Address 24 S. Charles 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) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#122900 C040 R03 T15:20
06/03/88

PHM

The First National Bank of Maryland

Dated 6/1/88

[Signature]
(Signature of Secured Party)

A.V.P.

N. S. HOVERMALE
Type of Print Above Name on Above Line

15.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 226828

RECORDED IN LIBER 411 FOLIO 476 ON July 26, 1979 (DATE)

1. DEBTOR

Name Ruppert Brothers of Maryland, Inc.

Address 479 Jumpers Hole Road, Suite #203, Severna Park, MD 21146

2. SECURED PARTY

Name The First National Bank of Maryland

Address 24 S. Charles 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) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #122910 C040 R03 T15:20 06/03/88</p> <p style="text-align: right;"><i>RAM</i></p>	

The First National Bank of Maryland

Dated 6/1/88

N. S. Hoovermale
(Signature of Secured Party) A.V.P.

N. S. HOVERMALE
Type or Print Above Name on Above Line

1580

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

Donald A. Bowers T/A Northwestern Mutual Life
Name or Names

19 Everett Avenue Annapolis MD 21401
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.)

Lot of Office Furniture Per Invoice
1- Televidio Tele-cat 286 Computer
1- Okidata 182 Printer
1- IBM Printer Cable

RECORD FEE 12.00
POSTAGE .50
#122890 0040 R03 115:19

AMW 06/03/88

Lessee: Donald A. Bowers
T/A Northwestern Mutual Life

✓ *Donald A. Bowers*
(Signature of Lessee)

✓ DONALD A. BOWERS - OWNER
(Type or Print) (Include Title)

Lessor: THE EQUIPMENT LEASING COMPANY

G. Arnold Kaufman
(Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

10/20

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 Data Sales Company
Address 12117 Riverwood Drive Burnsville, Minn 55337

2. SECURED PARTY

Name Chase Lincoln Lease/Way, Inc.,
Address One Lincoln First Square Rochester, Ny 14643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Inventory of the Debtor consisting of Data processing equipment, Equipment Schedule No. GEMO1K to that Master Lease Agreement, dated as of June 24, 1987, between Saint Louis Leasing Corporation and General Electric Company (Medical Systems Group), as lessee, proceeds thereof, insurance, all as more fully described on Schedule A hereto.

Name and address of Assignee

Anne Arundel County

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

DATA SALES COMPANY
[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CHASE LINCOLN LEASE/WAY, INC.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORD FEE 21.00
POSTAGE .50
#122920 C040 R03 115:23
06/03/88

RAM

21 10

2230-10

16705 W. Lincoln New Berlin, WI 53151	6	3192-DDO DISPLAYS	50855,55000,51475 51466,51599,51619	4/01/88
16800 W. Ryerson New Berlin, WI 53151	6	3192-DDO DISPLAYS	51626,51618,51460 51633,51472,51542	4/01/88
30300 Solon Ind'l Pkwy. Solon, OH 44139	2	3192-DDO DISPLAYS	51634,51470	4/01/88
2938 Douglas Rd. Toledo, OH 43606	1	3192-DDO DISPLAY	86150	4/10/88
937 Burrell Ave. Columbus, OH 43212	1	3192-DDO DISPLAY	86181	4/18/88
5410 N.W. 33rd Ft. Lauderdale, FL 3309-6347	1	3192-DDO DISPLAY	A4098	4/12/88
2250 LaVista Ave. Pensacola, FL 32504	1	3192-DDO DISPLAY	A4107	4/12/88
255 Fournier Ave. Fremont, CA 94539	4	3192-DDO DISPLAYS	50594,50589,50608, 50593	4/08/88
1111 Bayhill Dr Suite 230 San Bruno, CA 94066	1	3192-DDO DISPLAY	A4120	4/07/88
7455 New Ridge Rd. Hanover, MD 21076	7	3192-DDO DISPLAYS	46577,46568,46559, 46550,46541,46531, 55762	4/08/88

160 Brookhollow Esp. Hanrahan, LA 70123	1	3192-DDO DISPLAY	A1220	4/13/88
10733 E. Bethany Aurora, CO 80014	1	3192-DDO DISPLAY	87482	4/18/88
980 Keynote Circle Brooklyn Heights, OH 44131	1	3192-DDO DISPLAY	92615	4/26/88

GEM01K

SCHEDULE A
to
FORM UCC-1 Financing Statement
DATA SALES COMPANY, as Debtor
CHASE LINCOLN LEASE/WAY, INC., as Secured Party

II. Insurance

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof, including any condemnation proceeds.*

III. Leases

All right, title and interest of Debtor, in, under and to Equipment Schedule No. GEM01K to the Master Lease Agreement, dated as of June 24, 1987, between Saint Louis Leasing Corporation (which sold all its right, title and interest thereunder to Debtor), as lessor, and General Electric Company (Medical Systems Group), as lessee (the "Lessee"), together with any and all amendments, modifications supplements and addenda thereto to the extent they relate to the Equipment (the "Lease"), including but without limiting the generality of the foregoing, the present and continuing right: (i) to make claim for, collect or cause to be collected, receive or cause to be received all payments of every nature (except Lessor's Contract Rights as defined in the Loan and Security Agreement between Debtor and Secured Party dated as of May 6, 1988) to be made by Lessee to Debtor, including without limitation all rents, rental reserves, insurance proceeds or other payments due to loss, all purchase moneys, option payments, termination value payments, casualty value payments, and all other sums of money payable or receivable thereunder, (ii) to bring actions and proceedings thereunder or for the enforcement thereof, (iii) to do any and all things which lessor is or may become entitled to do under the Lease, together with the proceeds of all the foregoing, including any condemnation proceeds.*

*The inclusion of proceeds of the collateral herein does not constitute Secured Party's authorization that Debtor may sell the collateral.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at ANNE ARUNDEL COUNTY, MARYLAND
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 400,000.00. 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 Maryland State Department of Assessments & Taxation
- 5. Debtor(s) Name(s): _____ Address(es): _____

PLEASURE MARINA MANAGEMENT

15525 FREDERICK ROAD
ROCKVILLE, MD 20852

6. Secured Party: Maryland National Bank Address: Department: ROCKVILLE NORTH
 Attention: N. HECHT Post Office Box 987, Mailstop 500576
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

SEE ATTACHED SCHEDULE A

Debtor: PLEASURE MARINA MANAGEMENT

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any
GERALD HERSON, GENERAL PARTNER

By: [Signature] (Seal)
Type name and title
NORMAN HECHT, JR., VICE PRESIDENT

RECORD FEE 18.00

POSTAGE .50

#122940 C040 R03 T15:33

06/03/88

AMK

[Handwritten initials]

<u>ITEM</u>	<u>SERIAL #</u>
1976 Houseboat (for security)	GBN36674M751
1986 Computer IBM PCXT:	
Screen	TY 48310
Disk Drive	63220765100
Epson Printer	116841
.Computer IBM PCXT:	
Sharp Screen	312513
Disk Drive	SN18344715150
Epson Printer	000000DB5D26
1986 Cannon PC 24 Copier	CA 006028
1985 Mitsubishi Large Screen T.V.	R36006934
1985 Dory (Carib)	CD0001240583
1985 Dory engine (mercury 40 HP)	
Phone System (Merlin 10 x 30)	
1986 Typewriter (Brother EP 44)	F41295569
Mobile Home (Camper) for security	
Steamer	17235B
Mower	135-666-372-C135-B
Mower	135-666-372-C045-B
VHF Radio	AC 12745
VHF Radio (Portable)	03007380
10 Electric Hoists	
Casio Cash Register	4206241
Calculator (Texas Instruments)	TI503011
Calculator (Cannon)	146859
Copier (Gestetner 2110C)	96J8026
Calculator (Cannon AD-4510)	
Typewriter (Olympia)	66210-4588.1(00)
4 Desks	
5 Office Chairs	
Stackable Chairs - 12	
16 picnic tables	
Computer Stand	
2 Printer Stands	
8 Filing Cabinets	
Patio Tables - 5	
Clubhouse Furniture:	
100 Oak Chairs	
25 Formica Tables and Bases	
Pool Furniture (Existing) 18 Chaise Lounges	

<u>ITEM</u>	<u>SERIAL #</u>
1 Blue Chevy Truck	1GCGK24J8FF392027
1 Yard Trailer -EZ Loader 30 Ft.	
Kitchen Stove	7X67201
Kitchen Stove	7V65300
Microwave Oven	70804703
Microwave Oven	70900289
Dishwasher	F80253349
Refrigerator	945835A
1 Postage Meter Calculator - Sharp EL-1192-D	5460 (base)
Telephone System (Merlin 4 x 12)	
Fire extinguishers (Model #10MB-3H) 12 count	GF-851114
Calculator - Sharp EL-1197-S	
Brother Typewriter	L76205439
Brother EP44	F41295569
1 Sanyo Cash Register	53200056
Maintenance supplies (misc.) mops, brooms, etc.	
1 Casio Cash Register	6201249
12 Sets Popits	
28 Jack Stands	
14 ground cradles	
2 Snow Plows (1 Western, 1 Meyers)	
Dock carts - 3 carts	
Golf Cart	
2 60 amp Chargers	
5 Electric Heaters	
4 100' Extension Cords	
20 Ice Eaters	

SCHEDULE A (PAGE 3 OF 3)

ITEM

2 Sets Portable Racks - 100 ft. LOA
Forklift
Marine Travel Lift
Power Washer
Hydraulic Lift Trailer
12 ground cradles
1 Marina Pick-up Truck
40 Jack Stands
Misc. service department tools
grinders, drills, etc.
1 Fax Machine
8 picnic tables
18 Chaise lounges
8 Table and chair umbrella sets
1 60 amp battery charger
1 Air compressor
Misc. office furniture
1 Phone System (Merlin 4 x 12)
4 Electric hoists

ITEM

SERIAL #

2 Circular Sanders
1 Small Grinder
1 Heavy Duty Grinder

FINANCING STATEMENT

- To Be Recorded among the Financing Statement Records at Anne Arundel County, Md.
- To Be Recorded in Land Records
- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____

Name of Debtor **Address**
 H. H. Hawkins Insurance Agency, Inc. 7425 Baltimore-Annapolis Blvd.
Glen Burnie, Md. 21061

SECURED PARTY (OR ASSIGNEE)

BANK OF SOUTHERN MARYLAND P. O. Box "X" La Plata, Md. 20646
 Attn: Shirley Snyder

This Financing Statement covers the following property of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- Accounts:** (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) together with all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account.
- Inventory:** as the same may now and hereafter from time to time be constituted.
- All Equipment:** together with (1) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith; and (2) all replacements thereof and substitutions therefor.
- Specific Equipment:** described on Schedule A attached hereto and made a part hereof by reference, together with (1) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, and (2) all replacements thereof and substitutions therefor.
- Contract Rights**
- General Intangibles:** including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents.
- Chattel Paper:** both now owned and hereafter existing, acquired or created, together with (1) all moneys due and to become due thereunder, (2) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper, and (3) all property and goods 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.
- Other:** described on Schedule A attached hereto and made a part hereof by reference.
- 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.

Debtor (or Assignor)

Secured Party (or Assignee)

H. H. Hawkins, Insurance Agency, Inc.

BANK OF SOUTHERN MARYLAND

BY: *[Signature]*
 Charles J. Potthast, Sr., President

BY: *[Signature]*
 James E. Shook, Senior Vice President

BY: *[Signature]*
 John Potthast, Treasurer

RECORD FEE 11.00
 POSTAGE .50
 #122950 C040 R03 T15:35

Type or print names under signatures

[Handwritten] 06/03/88

Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1150

FINANCING STATEMENT

SCHEDULE A

Name of Debtor

H. H. Hawkins Insurance Agency, Inc.

Secured Party (or Assignee)

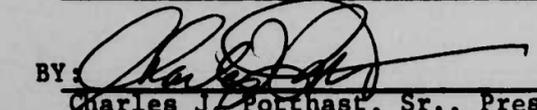
BANK OF SOUTHERN MARYLAND
P. O. Box "X"
La Plata, Maryland 20646

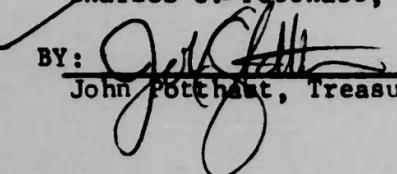
Other:

All Furniture, Fixtures, & Equipment, together with 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, together with all cash and non-cash proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property.

Debtor (or Assignor)

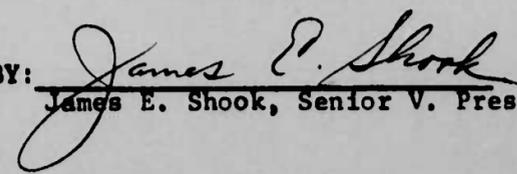
H. H. Hawkins Insurance Agency, Inc.

BY: 
Charles J. Potthast, Sr., President

BY: 
John Potthast, Treasurer

Secured Party (or Assignee)

BANK OF SOUTHERN MARYLAND

BY: 
James E. Shook, Senior V. President

FINANCING STATEMENT FORM UCC-1

273127

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 April 19, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & K Shotcrete, Inc.

Address 1469 Berger Street, Odenton, MD 21113-1003

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Highway, 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) 1981 Reed Sidewinder concrete pump full dress, s/n 3851761

Name and address of Assignee

THIS TRANSACTION REPRESENTS A LEASE AND IS NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

#144040 0777 R04 11543

06/03/88

RAM

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Benny Dale Levan
(Signature of Debtor)

Benny Dale Levan Sr - PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L. W. Summers
(Signature of Secured Party)

L. W. SUMMERS
Type or Print Above Signature on Above Line

#6401 A.A. Co.

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 Tidewater Rental Center, Inc.
Address 166 Penrod Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste 200B, 407 Crain Highway
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 13.00
POSTAGE .50
BALANCE DUE 115.00
06/03/80
RAM

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Tidewater Rental Center, Inc.
[Signature]
(Signature of Debtor)

Michael Zivkovich, Jr.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

[Signature]
(Signature of Secured Party)

Bruce J. Winter V.P.

Type or Print Above Name on Above Line

13.50

Filed in Anne Arundel County

Tidewater Rental Center, Inc.

Schedule 02
Page 1 of 2EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
250 (two hundred fifty)	Folding chairs (white)
1 (one)	Target Table Tile Saw TA10100 w/stand S/N # 17483 and #623630 blade
1 (one)	Crytal
1 (one)	Drizair 50 (F50) 50-027359
2 (two)	Mirror Circle 12" 940 MT12
1 (one)	Mirror Circle 18" 940 MT18
6 (six)	Sugar Tongs, 4 3/8" - 905 9975
2 (two)	Mirror Circle 6" - 940 MT6
1 (one)	WS 2400-GBS Pressure Washer - S/N #8801868 w/standard hose assembly, gunvalve w/extension & nozzles
17 dozen	Aqua naps
2 (two pkg.)	Tweco Cable Connector #1MBP
50 foot	Welding Cable #1/0
3 (three)	Balloon Filler
18 (eighteen)	Endurance 60 x 120 - Teal
6 (six)	Endurance 20 x 20 napkins - Royal
5 (five)	Endurance 102 Round - Claret
7 (seven)	Poly Lace 8.5 ft. x 29" H - pleated skirting w/ valance (white)
1 (one)	Imperial Chair Cover w/Bow - white sateen
1 (one)	38 QT. Copper Chafen - 2539-7/70
1 (one)	Hood Holder - HH-38
1 (one)	Divider - 53967/70
1 (one)	Can Copper Polish - 9052.1
2 (two)	5 1/4 QT. Copper Chafen - 2539-1/30
1 (one)	8 QT. Copper Chafen - 2522-1
1 (one)	5 gallon Silver Punch Bowl w/storage box
1 (one)	Portable Bar - dark brown - BAR 54
2 (two)	Small Clear Buffet Shell - 1G-800
2 (two)	Large Clear Buffet Shell - 1G-718
2 (two)	Giant Clear Buffet Shell - 1G-723
2 (two)	31 1/2 Salmon Tray - 711 6/80
10 (ten)	Endurance 102 Round - hunter
1 (one)	Endurance 60 x 120 - maize
11 (eleven)	Endurance 20 x 20 napkins - maize

Tidewater Rental Center, Inc.

BY: *[Signature]*TITLE: *Pres.*

TransFinancial Leasing Corp.

BY: *[Signature]*TITLE: *V.P.*

Tidewater Rental Center, Inc.

Schedule 02
Page 2 of 2

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
15 dozen	Teaspoons
15 dozen	Utility forks
15 dozen	Salad Forks
15 dozen	Dinner Knives
13 (thirteen)	Endurance 120 Round - navy
2 (two)	20x200 APC Tops WH w/ 2 sets P&S
1 (one)	30x30 Fiesta Top YL/WH
1 (one)	30x30 Fiesta Frame ADJ
2 (two)	Tent Jacks
24 (twenty-four)	B CF-196F 8"Stl/whl caster w/SP2
1 (one)	ES 2000 Auto Scrubber 115VEA
216 (two hundred sixteen)	Samsonite 2200 Chairs (bone on bronze)
1 box	Sam. Replacement feet (QTY 48 bronze)

Tidewater Rental Center, Inc.

BY: *[Signature]*

TITLE: *Pres.*

TransFinancial Leasing Corp.

BY: *[Signature]*

TITLE: *V.P.*

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 ITSA-BLAST, INC.
Address 700 Winton Ave., Glen Burnie, MD 21061

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

Return To →

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RMK

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) American Pressure Washer #5.6--3000-G-GR

S/N N/A

Name and address of Assignee
PROGRESS FEDERAL SAVINGS & LOAN
Plymouth Meeting Executive Campus
600 West Germantown Pike
Plymouth Meeting, PA 19462-1003

"TOTAL RECEIVABLE \$4,140.00."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line
Mark Boggs
Mark Boggs (Signature of Debtor)
ITSA-BLAST, INC.
Type or Print Above Signature on Above Line

Sandy Haggerty Asst. Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

11-31-90

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: May 31, 1988

() Not Subject to Recordation Tax

(XX) Subject to Recordation Tax of \$ 60,000.00
Taxable Amount of Debt \$ 420.00

NAME OF DEBTOR (S):

We One Two, Inc.

ADDRESS:

252 Keith Court
Millersville, MD 21108

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

RECORD TAX 420.00

POSTAGE .30

#144090 0777 R04 115442

RAM

06/03/88

DEBTOR(S):

We One Two, Inc.
(Company Name)

BY: *Robert V. Galvin*
Robert V. Galvin, President

BY: *Patricia Hoffman*
Patricia Hoffman, Vice President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Paul O'Connell*
(Authorized Signature)

Paul O'Connell Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 15,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Nolan Construction Company

 (Name)
292 Ternwing Drive

 (Address)
Arnold, Maryland 21012

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Affn Linda Groves

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

1983 580D Case Backhoe
Serial # 9082435

RECORD FEE 11.00
 RECORD TAX 105.00
 POSTAGE .50
 \$144.50 C777 R04 115-03
 RAN (8/03/00)

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)
Alfred L. Nolan Sr. (Seal)

 (Signature)
Alfred L. Nolan, Sr.

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

11-
105
-80

BOOK 527 PAGE 481

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) Hutzler Brothers Company 200 North Howard Street Baltimore City, Maryland 21204	2 Secured Party(ies) and Address(es) BancOhio National Bank 155 East Broad Street Columbus, Ohio 45215 Book 512, Page 266	3 For Filing Officer (Date, Time, Number, and Filing Office) May 18, 1987
---	---	---

This statement refers to original Financing Statement No. 267627/ Dated May 18, 1987

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: Termination <input checked="" type="checkbox"/>
---	--	--	---

The Secured Party hereby terminates the financing statement bearing the above referenced file number and releases all collateral therein described.

RECORD FEE 10.00
POSTAGE .50
#14-1080 CTTT 104 113-13
06/03/87

Filed with: Clerk of Circuit Court, Anne Arundel County, Maryland

Dated: _____, 19 _____ By: [Signature] Its: V.P.
(Signature of Secured Party)

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) MARKS EVELYN E. KELLY WENDY M. BROCKBRIDGE ROAD LAUREL MD 27070		2 Secured Party(ies) Name(s) and Address(es) EASTERN HOMES, INC. 8291 WASHINGTON BLVD. JESSUP, MD 20794		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5. This Financing Statement covers the following types (or items) of property 1988 KEMBERLY VEGA II 24 X 44 SERIAL # W600DS0294GA AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 DPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194		4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 12.00 #123140 0040 R03 T16:00 08/03/88	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:		9 Name of a Record Owner		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

MARKS EVELYN E. KELLY WENDY M. EASTERN HOMES, INC.

By Evelyn E. Marks Signature(s) of Debtor(s) By Wendy M. Kelly Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved By Secretary of Commonwealth of Pennsylvania

RAM

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE FORM NO. 1-21-7 U.C.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. I.D. 242362 recorded in Liber 449 Folio 222 on April 30, 1982 (Date).

1. DEBTOR(S):
 Name(s) Eugene E. & Cynthia N. Wilkins
 Address(es) West River Marina, West River, MD

2. SECURED PARTY:
 Name First Pennsylvania Bank N.A.
 Address 1500 Chestnut St. Phila, Pa. 19101

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 6, 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 6 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 6 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 6 below.

8.

9. SIGNATURES.

SECURED PARTY

First Pennsylvania Bank N.A.
By [Signature]
John Price AVP
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
Type name of Company and Name and Title of
Authorized Signer.

RECORD FEE 10.00
POSTAGE .50
#123120 C040 R03 T15:56
06/03/88

15.50

PAM

273139

To Be Recorded In The Land Records
And In the Chattel Records of
Anne Arundel County and Among The
The Financing Statement Records of The
State Department of Assessments
And Taxation

Subject to Recording Tax of
\$1400.00
On Principal Amount of \$200,000.00
Which Was Paid To The Clerk Of The
Circuit Court of Anne Arundel
County
Upon The Recording of a Deed
Of Trust

FINANCING STATEMENT

✓
D. E.
CLERK

1. DEBTOR: James Knaack and Patricia Knaack
dba/Knaack's Dairy Queen
1140 Annapolis Road
Odenton, Maryland 21113

2. SECURED PARTY: Penn Mortgage Company, Inc.
601 Pennsylvania Avenue
Baltimore, Maryland 21201

RECORD FEE 12.00

RECORD FEE 20.00

POSTAGE .50

RECORD COSTS FOR THIS DEED

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 of future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

(b) All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located

2052

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 surveyors 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 and 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 and 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 or any deposit or other account with the Secured Party.
- (j) All of the Debtor's right, title and interest in a franchise agreement with Dairy Queen of Maryland, Inc. dated June 4, 1982 assigned to Debtor on February 9, 1983, in and to the premises known as 1140 Annapolis Road, only.
- (k) Inventory All of the Obligor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- (l) Accounts All of the Obligor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to an account and all cash and non-cash proceeds and products of all such goods.
- (m) General Intangibles. All of the Obligor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- (n) Chattel Paper. All of the Obligor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Obligor assigns and grants to the Lender a security interest in all property and goods both now owned and hereafter acquired by the Obligor which are sold, leased, secured, are the subject of, or otherwise covered by, the Obligor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- (o) All Equipment and Fixtures. All of the Obligor's equipment (including all motor vehicles) and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions

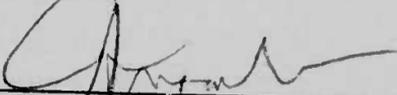
now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Schedule A attached hereto, and the record owner of such real property is as indicated thereon.

(p) Other. All of the Obligor's property described in Schedule "A" attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

4. Some of the above-described personal property may be affixed to the real estate described on Schedule "A", attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Schedule "A" attached hereto consists of one page.

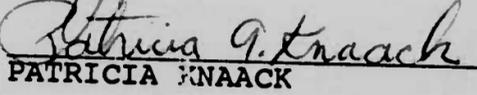
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions, or or to any of the above-described collateral.

DEBTOR:



JAMES KNAACK

(SEAL)



PATRICIA KNAACK

(SEAL)

DATE: May 25, 1988

TO FILING OFFICER: After this Statement has been recorded, please return to:

Mail to

RIDGE TITLE COMPANY, INC.
19 E. Fayette Street, Suite 404
Baltimore, Maryland 21202

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. 1 To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax. The debt secured is in the principal amount of \$200,000.00; however, the value of property exempt from recordation tax represents 72% of the total value of the Collateral.

4. x Subject to Recordation Tax on debt in the principal amount of \$36,000.00. The Debtor certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the debt subject to recordation tax being \$36,000.00, has been paid to Clerk of the Circuit Court of Anne Arundel County.

5.	Debtor's Name	Address
	Carpet Corral, Inc., a Maryland corporation	8009-A Jumpers Hole Road Pasadena, Maryland 21122

6.	Secured Party	Address	RECORD FEE	11.00
	First National Bank of Maryland	18 West Street Annapolis, Maryland 21401	RECORD TAX	252.00
			POSTAGE	.50
			#123890 C040 R03 T13:39	

7. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of 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 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 Debtor (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of 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

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of all such goods, and (iv) all property and goods both now owned and hereafter acquired by Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment, Machinery, Furniture and Fixtures. All of the equipment, machinery, furniture and fixtures of 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.

DEBTOR:

Carpet Corral, Inc.,
a Maryland corporation

By: David F. Harris
David F. Harris,
President

SECURED PARTY:

First National Bank of Maryland

By: Marc A. Tohir
Marc A. Tohir, Vice President

Address where Collateral
will be located:

8009-A Jumpers Hole Road
Pasadena, Maryland 21122

Mr. Clerk: Please return to M. Willson Offutt, IV, Esquire;
Blumenthal, Wayson, Downs & Offutt, P.A.; P.O. Box 868;
Annapolis, Maryland 21404.

A:F41394.fs
A:L10

FINANCING STATEMENT

1. Names and Addresses of Debtors: ROBERT A. RAWLINGS
MILLIE J. RAWLINGS
3305 Harness Creek Road
Annapolis, Maryland 21403
- BENJAMIN R. MORELAND
SARAH W. MORELAND
442 Dewey Drive
Annapolis, Maryland 21403
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
Construction Finance Division
10 Light Street
Baltimore, Maryland 21202

RECORD FEE 16.00
POSTAGE .50
#193740 0237 R02 T15:07
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3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated May 26, 1988, from Debtors to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

16.50

(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. NOT SUBJECT TO RECORDATION TAX.

Debtors:

Robert A. Rawlings
Robert A. Rawlings

Millie J. Rawlings
Millie J. Rawlings

Benjamin R. Moreland
Benjamin R. Moreland

Sarah W. Moreland
Sarah W. Moreland

Secured Party:

MARYLAND NATIONAL BANK

By Dennis R. Glasgow
Dennis R. Glasgow
Assistant 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 ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT 'A'

BEGINNING for the same at a pipe found where the northeast side of Margaret Avenue intersects the northwest side of Edgewood Street, as shown on the plat of the subdivision of Part of the McGuckian Estate dated February, 1946, and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-7, Plat 8, now Plat Book 19, folio 161; and running from said beginning point with the northeast side of Margaret Avenue, north 63 degrees 36 minutes west 240 feet to a pipe; thence with a line passing through Lots 24 and 5, north 26 degrees 24 minutes east 300 feet to the southwest side of Park Avenue, as shown on said plat; thence with the southwest side of Park Avenue, now known as Virginia Street, south 63 degrees 36 minutes east 240 feet to a pipe at the intersection of the southwest side of said Park Avenue and the northwest side of Edgewood Street; thence with the northwest side of Edgewood Street, south 26 degrees 24 minutes west 300 feet to the place of beginning; being all of the lots from 1 through 4 and from 25 through 28 and the southeast 40 feet of Lots 5 and 24, all in Block N, as shown on the above-mentioned plat, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in April, 1954.

Mr. Clerk:

Please return to:

Blumenthal, Wayson, Downs, & Offutt, P.A.
121 Cathedral Street
Annapolis, Maryland 21401
Attn: David S. Bruce

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX -
SEE ATTACHED
CERTIFICATE

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. Debtor:	Address:
U.S. Plumbing Inc.	40 West 40th Street New York, New York 10018

2. Secured Party:	Address:	RECORD FEE	33.00
Bankers Trust Company, as Collateral Agent and Collateral Trustee	280 Park Avenue New York, New York 10017	POSTAGE	.50

10017600 0345 P01 T15*14
06/06/88

3. The items or types of Collateral covered by this financing statement are the following, whether now existing or hereafter acquired:

(a) All of the right, title and interest of Debtor in, to and under each and every Receivable (as hereinafter defined) now existing or hereafter arising from time to time.

(b) All of the right, title and interest of Debtor in and to all Inventory (as hereinafter defined), whether now existing or hereafter from time to time acquired.

(c) All books, records, ledgers, print-outs, file materials and other papers containing information relating to Receivables and any account debtors in respect thereof.

(d) All right, title and interest of Debtor in and to all Equipment (as hereinafter defined) now existing or hereafter arising from time to time.

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(e) All right, title and interest of Debtor in and to all Pension Plan Reversions (as hereinafter defined), whether now existing or hereafter arising from time to time.

(f) All right, title and interest of Debtor in and to all Contracts (as hereinafter defined), whether now existing or hereafter arising from time to time.

(g) All right, title and interest of Debtor in and to all Intangibles (as hereinafter defined), whether now existing or hereafter arising from time to time.

(h) All right, title and interest of Debtor in and to all Licenses (as hereinafter defined), whether now existing or hereafter arising from time to time.

(i) All Proceeds (as hereinafter defined) of any and all of the foregoing; provided, that notwithstanding anything set forth herein to the contrary, the foregoing grant of a security interest shall not include a security interest in, and the Collateral shall not include, any Significant Contract or Significant License (each as hereinafter defined); and provided further that, notwithstanding anything set forth herein to the contrary, the foregoing grant of a security interest shall not include a security interest in, and the Collateral shall not include, (i) any Contract (other than a Significant Contract) or Intangible if the granting of a security interest therein is prohibited by law or by the terms and provisions of the written agreement, document or instrument creating or evidencing such Contract or Intangible or rights related thereto, or (ii) any License which by its terms prohibits assignment, transfer or the grant of a security interest by Debtor or gives the other party thereto the right to terminate such License; but provided further that if and when the prohibition which prevents the granting of a security interest in any such Contract or Intangible is removed or otherwise terminated, Secured Party will be deemed to have, and at all times to have had, a security interest in, and the Collateral will be deemed to include, and at all times to have included, such Contract or Intangible.

As used herein, the following terms have the following meanings:

"Contracts" shall mean all right, title and interest of the Debtor in, to and under, or derived from, any and all sale, service, performance and equipment lease contracts (whether

written or oral) and any other contracts (whether written or oral) between the Debtor and third parties.

"Equipment" shall mean, all equipment, wherever located (other than equipment that is subject to any mortgage of real property), and whether now existing or hereafter acquired, including, without limitation, all machinery, equipment, office machinery, furniture, conveyors, supplies, tools, materials, storage and handling equipment, automotive equipment, trucks, buses, motor vehicles, production equipment, and other equipment of every kind and nature, wherever situated, and owned by Debtor or in which Debtor may have any ownership interest (to the extent of such interest), modifications, alterations, repairs, substitutions, additions and accessions thereto, all replacements and all parts therefor, and together with all substitutes for any of the foregoing.

"Intangibles" shall mean all manuals, blueprints, know-how, warranties and records in connection with the Equipment; all documents of title or documents representing the Inventory and all records, files and writings with respect thereto; any and all other rights, claims and causes of action of Debtor against any other Person (as hereafter defined) and the benefits of any and all collateral or other security given by any other Person in connection therewith; all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs, and the like pertaining to operations by Debtor; all information relating to sales of products now or hereafter manufactured by Debtor; all accounting information pertaining to Debtor's operations in, on or about any of the Collateral and all media in which or on which any of the information or knowledge or data or records relating to such operations or the Collateral may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all licenses, consents, permits, variances, certifications and approvals of governmental authorities now or hereafter held by Debtor pertaining to operations now or hereafter conducted by Debtor; all causes of action, claims and warranties now or hereafter owned or acquired by Debtor, any trade secrets, proprietary information, invention method, diagnostic test, design process, computer software, computer programs, procedure or formula or any improvement thereon,

refinements thereof or know-how relating thereto, in each case whether or not patented or able to be patented or registered or able to be registered with any Governmental Authorities; and any other property consisting of a general intangible under the Uniform Commercial Code of New York or such other location where Debtor maintains its records relating to such property.

"Inventory" shall mean all inventory of Debtor, wherever located, and whether now existing or hereafter acquired, including, without limitation, all raw materials, supplies, work in process, returned goods, finished goods, samples and consigned goods to the extent of the consignee's interest herein.

"Licenses" shall mean all of Debtor's license agreements and covenants not to sue with any other party with respect to a patent, trademark, service mark or copyright, whether Debtor is a licensor or licensee under any such license agreement, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now or hereafter due and/or payable to Debtor with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) any other rights to use, exploit or practice any patent, trademark, service mark or copyright of Debtor.

"Pension Plan Reversions" shall mean Debtor's right to receive the surplus funds, if any, which are payable to Debtor following the termination of any employee pension plan and the satisfaction of all liabilities of participants and beneficiaries under such plan in accordance with applicable law.

"Person" shall mean and include any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise or any Government Authority.

"Proceeds" shall have the meaning assigned that term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, any and all (i) proceeds of any insurance (except payments made to one not a party to the Security Agreement), indemnity, warranty or guarantee payable to Secured Party (in its capacity as Collateral Agent) or to Debtor from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to

Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Government Authority), (iii) instruments representing obligations to pay amounts in respect of Inventory Contracts or Receivables, (iv) products of the Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall mean all of Debtor's rights to payment for goods sold or leased or services performed by Debtor or any other party, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, contract right, security agreement, chattel paper, or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (ii) general intangibles arising out of Debtor's rights in any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, and (v) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers.

"Significant Contract" shall mean any Contract that provides for (or is reasonably expected to require) minimum payments to or by Debtor in any twelve month period and any other Contract the loss of which would have a material adverse effect on the following businesses of Debtor as described in Debtor's report on Form 10-K for the fiscal year ended December 31, 1987 and related financial statements: (i) the United States Air Conditioning Products Business, (ii) the United States Plumbing Products Business, (iii) the United States Steel Doors Business, (iv) the United States Railway Signaling Business, (v) the United States Fluid Power Business, and (vi) the United States Railway Braking Business.

"Significant License" shall mean any License that provides for (or is reasonably expected to require) minimum payments to or by Debtor in an aggregate amount of not less than \$250,000 in any twelve month period and any other License the

loss of which would have a material adverse effect on the Segmented Business.

4. The aforesaid items are included as security in a certain Security Agreement dated as of May __, 1988 between Debtor and Secured Party.

5. Proceeds of collateral are covered hereunder.

Witness:

Debtor:

U.S. PLUMBING INC.

Jane W. Harsha

By: Dale K. May
Dale K. May
(Print Name)
Treasurer
(Title)

Dated: June 2, 1988

To the Filing Officer: After this statement has been recorded, please mail this statement to Aline C. Ryan, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

10454.1.12

CERTIFICATE AS TO MARYLAND RECORDATION TAX COMPUTATION
 WHEN COLLATERAL IS LOCATED IN TWO STATES, TWO COUNTIES
 AND/OR INCLUDES EXEMPT COLLATERAL
 (PURSUANT TO SECTIONS 12-105(a), 12-108 AND 12-110(b)
 OF THE TAX-PROPERTY ARTICLE)

TO: Clerk, Circuit Court of Anne Arundel County (the "County")

RE: Loan in the original principal amount of \$1,800,000,000 from Bankers Trust Company as Collateral Agent and Collateral Trustee to U.S. Plumbing Inc. (the "Debtor")

With respect to the Loan and the collateral for this Loan, the security interest in which is being perfected by means of the accompanying Financing Statement, the Debtor certifies to the best of its knowledge and information as follows:

- | | | | |
|----|--|----|-----------------|
| 1. | Principal amount of debt secured by the accompanying Financing Statement | | \$1,800,000,000 |
| 2. | Fair market value of all collateral for the Loan the security interest in which is perfected by the Financing Statement | | \$1,223,819,000 |
| 3. | Fair market value of all collateral for the Loan (the security interest in which is perfected by the Financing Statement) located outside the County | | \$1,223,819,000 |
| 4. | Fair market value of exempt collateral for the Loan that is located <u>within</u> the County: | | |
| | a. Inventory | \$ | 0 |
| | b. Contract rights, general intangibles and accounts | \$ | 0 |
| | c. Farm products or equipment used in farming operations | \$ | 0 |
| | d. Vehicles and vessels | \$ | 0 |
| | Total fair market value of exempt collateral (sum of a through d) | \$ | 0 |
| 5. | Computation of Recordation Tax Due to the County: | | |
| | a. Fair market value of all nonexempt collateral for the Loan (the security interest in which is perfected by the Financing Statement) located in the County (#2 minus #s 3 and 4) | \$ | 0 |

b. Computation of Portion of Debt That is Subject to Recordation Tax in the County:

Total Debt Secured (#1 above)	x	Value of Nonexempt Collateral in the County (#5a above) Value of All Collateral (#2 above)	=	Portion of Debt Secured Taxable in the County
\$1,800,000,000	x	\$ 0 / \$ 0	=	\$ 0

c. Computation of Recordation Tax:

Portion of Debt Secured Taxable in the County #5b above)	x	Rate of Recordation Tax in the County	=	Recordation Tax Payable
\$ 0	x	\$ 3.50 / \$500.00 *	=	\$ 0

* The rate of \$3.50 is applied to each \$500 or fraction thereof (e.g., if the principal amount of the debt secured is \$501 and the rate is \$2.20 per \$500 then the tax due on the instrument is a full \$4.40).

U.S. Plumbing Inc.

By: Dale F. Mayell

Name: Dale F. Mayell

Title: Treasurer

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing
Officer pursuant to the Uniform Commercial Code:

1. Debtor:	Address:
American Standard Inc.	40 West 40th Street New York, New York 10018

2. Secured Party:	Address:		
Bankers Trust Company, as Collateral Agent and Collateral Trustee	280 Park Avenue New York, New York 10017	RECORD FEE POSTAGE	33.00 .50

0300590 0345 R01 T15#13

3. The items or types of Collateral covered by this financing
statement are the following, whether now existing or hereafter
acquired:

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(a) All of the right, title and interest of Debtor in, to
and under each and every Receivable (as hereinafter defined) now
existing or hereafter arising from time to time.

(b) All of the right, title and interest of Debtor in and
to all Inventory (as hereinafter defined), whether now existing
or hereafter from time to time acquired.

(c) All books, records, ledgers, print-outs, file materials
and other papers containing information relating to Receivables
and any account debtors in respect thereof.

(d) All right, title and interest of Debtor in and to all
Equipment (as hereinafter defined) now existing or hereafter
arising from time to time.

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(e) All right, title and interest of Debtor in and to all Pension Plan Reversions (as hereinafter defined), whether now existing or hereafter arising from time to time.

(f) All right, title and interest of Debtor in and to all Contracts (as hereinafter defined), whether now existing or hereafter arising from time to time.

(g) All right, title and interest of Debtor in and to all Intangibles (as hereinafter defined), whether now existing or hereafter arising from time to time.

(h) All right, title and interest of Debtor in and to all Licenses (as hereinafter defined), whether now existing or hereafter arising from time to time.

(i) All Proceeds (as hereinafter defined) of any and all of the foregoing; provided, that notwithstanding anything set forth herein to the contrary, the foregoing grant of a security interest shall not include a security interest in, and the Collateral shall not include, any Significant Contract or Significant License (each as hereinafter defined); and provided further that, notwithstanding anything set forth herein to the contrary, the foregoing grant of a security interest shall not include a security interest in, and the Collateral shall not include, (i) any Contract (other than a Significant Contract) or Intangible if the granting of a security interest therein is prohibited by law or by the terms and provisions of the written agreement, document or instrument creating or evidencing such Contract or Intangible or rights related thereto, or (ii) any License which by its terms prohibits assignment, transfer or the grant of a security interest by Debtor or gives the other party thereto the right to terminate such License; but provided further that if and when the prohibition which prevents the granting of a security interest in any such Contract or Intangible is removed or otherwise terminated, Secured Party will be deemed to have, and at all times to have had, a security interest in, and the Collateral will be deemed to include, and at all times to have included, such Contract or Intangible.

As used herein, the following terms have the following meanings:

"Contracts" shall mean all right, title and interest of the Debtor in, to and under, or derived from, any and all sale, service, performance and equipment lease contracts (whether

written or oral) and any other contracts (whether written or oral) between the Debtor and third parties.

"Equipment" shall mean, all equipment, wherever located (other than equipment that is subject to any mortgage of real property), and whether now existing or hereafter acquired, including, without limitation, all machinery, equipment, office machinery, furniture, conveyors, supplies, tools, materials, storage and handling equipment, automotive equipment, trucks, buses, motor vehicles, production equipment, and other equipment of every kind and nature, wherever situated, and owned by Debtor or in which Debtor may have any ownership interest (to the extent of such interest), modifications, alterations, repairs, substitutions, additions and accessions thereto, all replacements and all parts therefor, and together with all substitutes for any of the foregoing.

"Intangibles" shall mean all manuals, blueprints, know-how, warranties and records in connection with the Equipment; all documents of title or documents representing the Inventory and all records, files and writings with respect thereto; any and all other rights, claims and causes of action of Debtor against any other Person (as hereafter defined) and the benefits of any and all collateral or other security given by any other Person in connection therewith; all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs, and the like pertaining to operations by Debtor; all information relating to sales of products now or hereafter manufactured by Debtor; all accounting information pertaining to Debtor's operations in, on or about any of the Collateral and all media in which or on which any of the information or knowledge or data or records relating to such operations or the Collateral may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all licenses, consents, permits, variances, certifications and approvals of governmental authorities now or hereafter held by Debtor pertaining to operations now or hereafter conducted by Debtor; all causes of action, claims and warranties now or hereafter owned or acquired by Debtor, any trade secrets, proprietary information, invention method, diagnostic test, design process, computer software, computer programs, procedure or formula or any improvement thereon,

refinements thereof or know-how relating thereto, in each case whether or not patented or able to be patented or registered or able to be registered with any Governmental Authorities; and any other property consisting of a general intangible under the Uniform Commercial Code of New York or such other location where Debtor maintains its records relating to such property.

"Inventory" shall mean all inventory of Debtor, wherever located, and whether now existing or hereafter acquired, including, without limitation, all raw materials, supplies, work in process, returned goods, finished goods, samples and consigned goods to the extent of the consignee's interest herein.

"Licenses" shall mean all of Debtor's license agreements and covenants not to sue with any other party with respect to a patent, trademark, service mark or copyright, whether Debtor is a licensor or licensee under any such license agreement, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now or hereafter due and/or payable to Debtor with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) any other rights to use, exploit or practice any patent, trademark, service mark or copyright of Debtor.

"Pension Plan Reversions" shall mean Debtor's right to receive the surplus funds, if any, which are payable to Debtor following the termination of any employee pension plan and the satisfaction of all liabilities of participants and beneficiaries under such plan in accordance with applicable law.

"Person" shall mean and include any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise or any Government Authority.

"Proceeds" shall have the meaning assigned that term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, any and all (i) proceeds of any insurance (except payments made to one not a party to the Security Agreement), indemnity, warranty or guarantee payable to Secured Party (in its capacity as Collateral Agent) or to Debtor from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to

Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Government Authority), (iii) instruments representing obligations to pay amounts in respect of Inventory Contracts or Receivables, (iv) products of the Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall mean all of Debtor's rights to payment for goods sold or leased or services performed by Debtor or any other party, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, contract right, security agreement, chattel paper, or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (ii) general intangibles arising out of Debtor's rights in any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, and (v) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers.

"Significant Contract" shall mean any Contract that provides for (or is reasonably expected to require) minimum payments to or by Debtor in any twelve month period and any other Contract the loss of which would have a material adverse effect on the following businesses of Debtor as described in Debtor's report on Form 10-K for the fiscal year ended December 31, 1987 and related financial statements: (i) the United States Air Conditioning Products Business, (ii) the United States Plumbing Products Business, (iii) the United States Steel Doors Business, (iv) the United States Railway Signaling Business, (v) the United States Fluid Power Business, and (vi) the United States Railway Braking Business.

"Significant License" shall mean any License that provides for (or is reasonably expected to require) minimum payments to or by Debtor in an aggregate amount of not less than \$250,000 in any twelve month period and any other License the

loss of which would have a material adverse effect on the Segmented Business.

4. The aforesaid items are included as security in a certain Security Agreement dated as of May __, 1988 between Debtor and Secured Party.

5. Proceeds of collateral are covered hereunder.

Witness:

Debtor:

AMERICAN STANDARD INC.

Jane A. Gasser

By: [Signature]
Dale F. Maucen
(Print Name)
Vice President and Treasurer
(Title)

Dated: June 2, 1988

To the Filing Officer: After this statement has been recorded, please mail this statement to Aline C. Ryan, Esquire, Semmes, Bowen & Semmes, 250 West Pratt Street, Baltimore, Maryland 21201.

10454.1.10

CERTIFICATE AS TO MARYLAND RECORDATION TAX COMPUTATION
 WHEN COLLATERAL IS LOCATED IN TWO STATES, TWO COUNTIES
 AND/OR INCLUDES EXEMPT COLLATERAL
 (PURSUANT TO SECTIONS 12-105(a), 12-108 AND 12-110(b)
 OF THE TAX-PROPERTY ARTICLE)

TO: Clerk, Circuit Court of Anne Arundel County (the "County")
 RE: Loan in the original principal amount of \$1,800,000,000 from
 Bankers Trust Company as Collateral Agent and Collateral
 Trustee to American Standard, Inc. (the "Debtor")

With respect to the Loan and the collateral for this Loan,
 the security interest in which is being perfected by means of the
 accompanying Financing Statement, the Debtor certifies to the
 best of its knowledge and information as follows:

1. Principal amount of debt secured by the accompanying Financing Statement \$1,800,000,000
2. Fair market value of all collateral for the Loan the security interest in which is perfected by the Financing Statement \$1,223,819,000
3. Fair market value of all collateral for the Loan (the security interest in which is perfected by the Financing Statement) located outside the County \$1,223,819,000
4. Fair market value of exempt collateral for the Loan that is located within the County:
 - a. Inventory \$ 0
 - b. Contract rights, general intangibles and accounts \$ 0
 - c. Farm products or equipment used in farming operations \$ 0
 - d. Vehicles and vessels \$ 0

Total fair market value of exempt collateral (sum of a through d) \$ 0
5. Computation of Recordation Tax Due to the County:
 - a. Fair market value of all nonexempt collateral for the Loan (the security interest in which is perfected by the Financing Statement) located in the County (#2 minus #s 3 and 4) \$ 0

b. Computation of Portion of Debt That is Subject to Recordation Tax in the County:

Total Debt Secured (#1 above)	x	Value of Nonexempt Collateral in the County (#5a above) Value of All Collateral (#2 above)	=	Portion of Debt Secured Taxable in the County
\$1,800,000,000	x	\$ <u>0</u> \$1,223,819,000	=	\$ 0

c. Computation of Recordation Tax:

Portion of Debt Secured Taxable in the County #5b above)	x	Rate of Recordation Tax in the County	=	Recordation Tax Payable
\$ 0	x	\$ <u>3.50</u> \$ 500.00	=	\$ 0

* The rate of \$3.50 is applied to each \$500 or fraction thereof (e.g., if the principal amount of the debt secured is \$501 and the rate is \$2.20 per \$500 then the tax due on the instrument is a full \$4.40).

American Standard Inc.

By: Dale F. Mullen

Name: Dale F. Mullen

Title: Vice President and Treasurer

BOOK 527 PAGE 509

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) L. B. Smith, Inc. Box 8658, BWI Airport Baltimore, MD 21233	2. Secured Party(ies) and Address(es) General Motors Acceptance Corporation 2491 Paxton Street Harrisburg, PA 17111		
This statement refers to original Financing Statement No. <u>10014</u> Date Filed <u>2/22</u> 19 <u>84</u>		RECORD FEE 10.00 POSTAGE .50 For Filing Officer (Date, Time, Number, and Filing Office)	
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input checked="" type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9. Please amend secured party's address as follows: old address 2491 Paxton Street, Harrisburg, PA 17111 New address: Commerce Park, 2407 Park Drive, Harrisburg, PA 17110			
1908 MAY 2 - 2 P 45			
L. B. Smith, Inc. By: <u>[Signature]</u> SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)	General Motors Acceptance Corporation By: <u>[Signature]</u> SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD		
(1) Filing Officer Copy - Alphabetical GMAC UCC-3 12/82			

FINANCING STATEMENT FORM UCC-1

ANNE ARUNDEL 13-CO

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James A. & Patricia A. Knaack dba Knaack's Dairy Queen

Address 1140 Annapolis Rd. Odenton MD 21113

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.

Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list):

1- Niece Broiler

RECORD FEE 13.00

#154980 CTTT DC4 109501

06/07/06

RAM

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James A. Knaack
(Signature of Debtor)

James A. Knaack
Type or Print Above Name on Above Line

Patricia A. Knaack
(Signature of Debtor)

Patricia A. Knaack
Type or Print Above Signature on Above Line

J. Banks
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.
T. BANKS
Type or Print Above Signature on Above Line

273116

BOOK 527 PAGE 510

130

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/11/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Willows Associates
Address 711 So. Central Ave., Baltimore, MD

2. SECURED PARTY

Name Riggs National Bank, Trustee
c/o Citicorp Real Estate, Inc.
Address 399 Park Ave. - 9th Fl
New York, NY 10043

RECORD FEE 3.75-00

POSTAGE .50

RECEIVED 0777 804 109122

05/17/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NOVEMBER 1, 2010

PHM

4. This financing statement covers the following types (or items) of property: (list)
All of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, airconditioning and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or usable in connection with the operation of FHA Project 052-55021-LDP-Bmir, located at Allen Road and Harris Heights Ave, Glen Burne, MD. THIS UCC WILL REPLACE #97131 ORIGINALLY FILED ON 5/9/69 AND HAS LAPSED.
CHECK THE LINES WHICH APPLY

Name and address of Assignee

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

See Exhibit A attached hereto and made a part hereof.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

pick up with etc et al

1132

WILLOWS ASSOCIATES, LIMITED PARTNERSHIP (FORMALLY WILLOWS ASSOCIATES)

[Signature]
(Signature of Debtor)

Riggs National Bank, Trustee
c/o Citicorp Real Estate, Inc.

* VICTOR FRENKIL, GENERAL PARTNER
Type or Print Above Name on Above Line

[Signature]
(Signature of Secured Party)

(Signature of Debtor)

[Signature]
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1350

All those lots of ground situate and lying in the 5th Election District of Anne Arundel County, State of Maryland, being known and designated as Lots Nos. 1 and 2, as shown on a Plat entitled "The Willows, Plat 1" which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. MSH 38, folio 20, and Lot No. 3, as shown on a Plat entitled "The Willows, Plat 2", which said Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. MSH 38 folio 21.

RECORD FEE 1.30
POSTAGE .00
RECORDS DEPT. 204 109122
06/07/78

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 456

Page No. 31-56

Identification No. 245007

Dated 11/15/82

1. ~~Debtor~~ Lessee: WESTERN AIR LINES, INC.
Name or Names—Print or Type
6060 Avion Drive, Los Angeles, CA 90045
Address—Street No., City - County State Zip Code

2. ~~Secured Party~~ Lessor: MARYLAND NATIONAL LEASING CORPORATION
Name or Names—Print or Type
300 East Joppa Road, Towson, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00

M145050 CTTT R04 109-23

RAM 06/07/82

Dated: _____

MARYLAND NATIONAL LEASING CORPORATION

Name of ~~Secured Party~~ Lessor

[Signature]

Signature of ~~Secured Party~~ Lessor

Administrator Officer

Type or Print (Include Title if Company)

1600

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):

LLOYD B. HORTON, JR.
Name or Names—Print or Type
6019 Olson Road - AA County - Baltimore, MD 21225
Address—Street No., City - County State Zip Code

T/A HORTON MACHINE CO.
Name or Names—Print or Type
Same
Address—Street No., City - County State Zip Code

2. Secured Party:

WILLIAM R. BUKOWSKY
Name or Names—Print or Type
6230 W. Shore Drive, Tracys Landing, MD 20779
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Attached List of Equipment

4. If above described personal property is to be affixed to real property, describe real property.

RECORD FEE 12.00

POSTAGE .50

#145090 0777 034 109+20

06/01/88

5. If collateral is crops, describe real estate.

RHM

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Lloyd B. Horton Jr.
(Signature of Debtor)

LLOYD B. HORTON, JR.
Type or Print

T/A HORTON MACHINE CO.
(Signature of Debtor)

Type or Print

(Company, if applicable)
William R. Bukowsky
(Signature of Secured Party)

WILLIAM R. BUKOWSKY
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 William R. Bukowsky, 6230 W. Shore Drive, Tracys Landing,
Lucas Bros. Form F-1 Maryland 20779

12-30

TOOLS - DIES - STAMPINGS

BOOK 527 PAGE 515

Bukap
MANUFACTURING
COMPANY

4000 COOLIDGE AVE.
 BALTIMORE, MARYLAND 21229
 Phone: (301) 242-8989

SCHEDULE:

1 Bridgeport Milling Machine with 42" Table and Variable Speed Head. Serial # of Base 12/BR 117024. Serial # of Head J 118630. With Bijur Lubricating System.	\$4500.00
1 Bridgeport Milling Machine with 42" Table. Serial # of Base 12/BR 98739. Serial # of Head J 96539. With Bijur Lubricating System	\$3500.00
1 Bridgeport Milling Machine with 42" Table. Serial # of Base 12/BR 89433. Serial # of Head J 85493.	\$3000.00
1 #3-Federal Flywheel Punch Press. Serial #3-2593	\$1500.00
1 A3-Niagra Punch Press. Serial # _____ With Slide Feed, and Lubricating System.	\$2500.00
1 #22 Clearing Punch Press. Serial #53-1361.	\$ 500.00
<i>WFB</i> <i>Lot</i> #18 ^{C/M} Bliss Punch Press. Serial # _____ With Lubricating System, and Slide Feed.	\$1500.00
1 Tumbler, Double Barrel Variable Speed Drive. No Serial #.	\$ 550.00
4 Stock Straightners. Lot	\$ 800.00
100 Feet of Buss Bar with 10 Boxes.	\$ 625.00

Total \$18975.00

These machines and equipment are being sold as is.
 There is no warranty either express or implied.

Subject to purchase money security agreement.

William R. Bukowsky
 WILLIAM R. BUKOWSKY - Seller
Lloyd B. Horton, Jr.
 LLOYD B. HORTON, JR. - Buyer

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,400.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TATE NISSAN INC.

Address 284 WEST STREET ANNAPOLIS, MD 21401

2. SECURED PARTY

Name REYNA FINANCIAL CORPORATION

Address 115 SOUTH LUDLOW STREET DAYTON, OH 45402

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

TWO IBM PS/2-50 COLOR MONITORS, 1 MB MEMORY, 20 MB FIXED DISK, SINGLE 1.44 MB 3.5" DISKETTE DRIVE, DETACHABLE KEYBOARD, TITL/SWIVEL STAND, PC DOS 3.30, SURGE PROTECTOR, (2) R+R 2400 MODEMS WITH 64K, (2) R+R 210-P PRINTERS. TWO (2) HANDSETS, FREIGHT + INSTALLATION.

Name and address of Assignee

THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE. PRINCIPLE INDEBTEDNESS IS \$11,400.00.

RECORD FEE 11.00

RECORD TAX 80.50

POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Linda L. Holland, Lease Assistant

(Signature of Debtor)

TATE NISSAN INC. BY REYNA FINANCIAL CORP., ATTORNEY IN FACT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Linda L. Holland, Lease Assistant

(Signature of Secured Party)

LINDA L. HOLLAND, LEASE ASSISTANT REYNA FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

80.50
100

RAM

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 5-17-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ODENTON FLORIST

Address Rt 175, 1319 Annapolis Road' Odenton Md 21113

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters - Troy, Ohio 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) CIB#133637

- 1 8x10x7 #/5" W Series II
- 1 PPTY Refrigeration Unit

Clerk of Circuit Court Annapolis

RECORD FEE 11.00

POSTAGE .30

CONDITIONAL SALE S CONTRACT

M145130 DT77 RM4 TOP 100

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

PHM

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lenett Francis
ATTORNEY IN FACT
(Signature of Debtor) C LENNETT FRANCIS

ODENTON FLORIST
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Janice E Lassiter
Type or Print Above Signature on Above Line
JANICE E LASSITER

File No. _____

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

1. (Not to Be) ~~(To Be)~~ Recorded in the Land Records
(strike inapplicable words)

2. Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$

<p>3. Name and address of debtor(s) Milton W. Bosley & Company, Inc. P.O. Box 576 Glen Burnie, MD 21061</p>	<p>4. Name and address of secured party Leasing Corporation of America P.O. Box 152 Stevenson, MD 21153-0152</p>
---	--

5. Name of assignee of secured party: Signet Leasing & Financial Corporation
P.O. Box 2373
Address: Baltimore, MD 21203

6. This financing statement covers the following types (or items) of property:
1 - Weinig Unimat #22AL/11-CNC Wood Moulding Machine SN #222-1049

LOCATED AT: Milton W. Bosley & Company, Inc.
151 8th Avenue N.W.
Glen Burnie, MD 21061

RECORD FEE 11.00

POSTAGE .50

8140140 CITY 004 109432

06/07/81

RAM

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) Milton W. Bosley & Company, Inc. Secured Party Leasing Corporation of America
 By [Signature] Title Pres By [Signature]
Milton Bosley Wright, President Jonathan S. Waranch
 (On above line, type or print name(s) of person(s) signing) (On above line, type or print name of person signing)

11-50

BOOK 527 PAGE 519

273153

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

#1010

Pao Kuang Ho

7858 Americana Circle, #202, Glen Burnie, MD

Yung Chih Ho

Chang-Ho Corporation

4732 Mountain Rd., Pasadena, Md. 21122

N.W. 20005

Name of Secured Party or assignee

No.

Street

City

State

Zhi-Hong & Shu-Hua An

4001 Stocogna Drive, Beltsville, Md. 20705

Daniel S. Chang
1101 14th Street
Washington, DC

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Zotus Garden Restaurant at 4732 Mountain Road, Pasadena, MD with its equipments and appliances. All of the equipment, fixtures Chattels, belonging to the Debtors.

RECORD FEE 1.50

POSTAGE .30

41-5150 0777 004 109-30

06/07/80

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

RAM

Debtor(s) or assignor(s)

[Signature]
Pao Kuang Ho

[Signature]
Yung Chih Ho

(Type or print name under signature)

Chang Ho Corporation (Seal)
(Corporate, Trade or Firm Name)

[Signature] Zhi Hong An
Signature of Secured Party or Assignee

[Signature] Shu Hua An
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

13.00

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Quentin Holland
Address Rt. 4, P.O. Box 234, Huntingtown, MD 20639

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 316 Lawn & Garden Tractor
S/N M00316X475420

RECORD FEE 11.00
POSTAGE .50
8140180 C777 R04 109431
06/07/08

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Quentin O. Holland
(Signature of Debtor)

Quentin Holland
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Annapolis 4A Rentals & Sales
Type or Print Above Signature on Above Line

PHM

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ventilation Systems Service Co.

Address 8044 Guilford Road, Columbia, MD 21044

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090

Wes 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 48" Commercial Walkbehind Mower
S/N MO12PDX116235

RECORD FEE 12.00

POSTAGE .50

8113190 CTY 104 10914

06/07/07

RAM

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

pick up at al

x VENTILATION SYSTEM SERVICE Co
(Signature of Debtor)

Ventilation System Service Co.
Type or Print Above Name on Above Line

x Roy W Kennard
(Signature of Debtor)

Roy W. Kennard
Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

10.50

273156

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 Chester V. Stewart

Address 1494 Governor's Bridge Road, Davidsonville, MD 21035

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 650 Compact Utility Tractor
S/N CH0650S023466

-New John Deere 160 Mid-mount mower
S/N M00160X556510

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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

8145200 CITY 004 10/1/00

06/07/00

Chester V. Stewart
(Signature of Debtor)

Chester V. Stewart
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

RAM

11/00

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 Ashby Shepherd

Address 5626 Greenock Road, Lothian, MD 20711

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

-New John Deere 285 Lawn & Garden Tractor
w/58" mower

S/N M00285B495404

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ashby Shepherd
(Signature of Debtor)

Ashby Shepherd
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

RECORD FEE 1.10
RECORD FEE 2.70
POSTAGE .30
M145210 C777 P04 T07140
06/07/07

RNM

1750

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256197

RECORDED IN LIBER 484 FOLIO 122 ON 04/17/85 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Bldg., Ste.200B, 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.
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

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
#145220 CTT
RSM

Dated May 6, 1988

Penny Seaman
(Signature of Secured Party)

Penny Seaman - Consumer Loan Manager
Type or Print Above Name on Above Line

Filed in ~~the State of Maryland~~
Anne Arundel County

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 Barbara Rose, an individual, d/b/a Reflections By Barbara

Address 300 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste 200B, 407 Crain Highway

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 2 - Custom Laminated quad Formica styling stations w/chrome appliance & trim, with W/A D29-6 mirror supports, wall panel fin. by others
- 1 - Belvedere 4 seat dryer sofa - ice white laminate w/ T 19 uph
- 4 - Belvedere 810 dryers with smoked hoods
- 3 - Custom laminated lower shampoo cabinets with towel storage W/A D29-6
- 1 - Custom 66" kitchenette/Dispensary in white w/wall and base cabinets, mini s/s & faucet and snack top and support panel
- 1 - Custom laminated tint/colour top in W/A D 29-6 w/chrome support leg
- 1 - Undercounter refrigerator, white
- 3 - 30" dia. shampoo mirrors
- 1 - Facial cabinet/countertop w/small hand sink/ faucet
- 1 - Custom laminated make-up countertop

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If 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 .30
 #145230 UTTT R04 T09741
 RHM 06/07/12

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Barbara Rose, an individual,
d/b/a Reflections By Barbara

Barbara A. Rose
(Signature of Debtor)

X BARBARA A ROSE
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

(Signature of Secured Party)

Type or Print Above Name on Above Line

1250
Filed in Anne Arundel County

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.

PR308851

1. DEBTOR

Name Dart Pallet Repair Inc.
Address 1049 Dumbarton Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name TransFinancial Leasing Corp.
Address The Steffey Building, Suite 200B
407 Crain Highway, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORD FEE 21.00

3. Maturity date of obligation (if any) _____ POSTAGE .30

4. This financing statement covers the following types (or items) of property: (list)

Location of equipment:

915 Baltic Avenue
Baltimore, MD 21225

See attached equipment lists

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dart Pallet Repair, Inc.

(Signature of Debtor) David Wegner
Type or Print Above Signature on Above Line
President

(Signature of Debtor)
Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

(Signature of Secured Party)
Frank J. Sarro, III
Type or Print Above Name on Above Line

Filed in
Anne Arundel County

25.80

AKCO

Equipment List

David A. Wegner

PR308851

- (2) 1978 MACK F700 trucks F785T21611 and F785T21588
- (1) National 556A Diesel Crane 100' of boom (VIN) W90KJC39271 #13151955
- (1) '77 GMC 16' Van/Dump Body Diesel (VIN) TCE677V573456 #11784301
- (1) '74 Dodge Van Long Body (VIN) B38BE4x105422 #4694907
- (1) '80 Chevy Pickup/Dump Body 3/4 ton (VIN) CKT24A1128004 #83995810
- (1) '77 VW Rabbit 4/door Diesel (VIN) 1773429115 #118066735
- (1) '86 Brush Bandit Chipper w/diesel engine (679) s/n 44167255
- (1) '76 Asplund Brush Chipper (F300)
- (1) 2460 Vermeer Stump Grinder (329a)
- (1) 630a Vermeer Stump Grinder (2655)
- (1) IS200 Vermeer Long Splitter (1401)
- (1) 064 Stihl Chain Saw w/25" bar
- (3) 051 Stihl Chain Saws w/24" bars
- (4) 44 Husqueverna Chain Saws w/14" bars
- (5) XL Polan Chain Saws w/14" bars
- (1) Gravely Tractor (16HP) (L783406818)
- (1) Otis Fork Truck 2000 lbs (L1887889-87514)
- (1) 4000 lbs Tow Motor - T40 model
- (1) 33' Tri/Axle Flatbed Trailer (VIN) AC125792MD #8050671

- One (1) Industrial Air compressor 5 hp C523E80H s/n 320-0005 3 phase

- One (1) Fruehauf #MAR395963 #67UC0539
- One (1) Gindy #93350E #71UC0541
- One (1) Trail #K36045 #76UC0546

- One (1) 16' DeWalt state saw used s/n 28628

- One (1) Trailer w/ FM 50 HOG 671 diesel/ belt drive diesel
chip fan & mounting/belt drive
belt feed conveyor 36" w/10' long hyd drive

- (1) 15' conveyor belt type
- (1) 30' CONVEYOR CHAIN TYPE
- Miscellaneous climbing gear and lines
- Miscellaneous power tools
- (2) 40' containers for storage
- (1) 5hp compressor 60 gals

TransFinancial Leasing Corp.

BY: *Frank J. [Signature]*

TITLE: *[Signature]*

Dart Pallet Repair Inc.

BY: *D. [Signature]*

TITLE: *DIES*

David A. Wegner, Equipment cont.
PR 308851

Charles A. Wilson & co. Inc. Hatachi pallet nails
pallet staples

- (60) CC677-2492 PO7835
- (32) HIT 53DHADJ 9.4M/Box
- (3) HIT NV65AC (L)
s/n 360058; NO70097; 180292
- (3) HIT N5008AA (L)
s/n 70281; 70283; 70259

- One (1) Roger 9tm) SUPER UN-NAILER Model 52 s/n52-0024-8852
w/5hp motor and starter, pneumatic filters and gauges
w/three (3) pairs of 8"knives installed - 230 volt, 3-phase
- Three (3) right guided knife shaft plates
- Three (3) left guided knife shaft plates
- One (1) Spare set knives

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: [Signature]

Dart Pallet Repair Inc.

BY: [Signature]

TITLE: [Signature]

fjs.5.wegner.prom.nte.eq.

SECURITY AGREEMENT (CHATTELS)

BOOK 527 PAGE 529

Dart Pallet Repair Inc. Debtor 1049 Dumbarton Road Address Glen Burnie AACO MD 21061 City County State

Secured Party (Lender) PR308851 Glen Burnie, AACO MD 21061 City State \$ 15,300.00 May 2 19 88 Amount as of Date

KNOW ALL MEN BY THESE PRESENTS, that the undersigned debtor hereinabove named, in consideration of and for the purpose of securing the payment of all just indebtedness and obligations, according to the conditions of a certain promissory note or other evidence of obligation, dated as above and any other note or evidence of obligation hereafter given, does hereby grant the Secured Party, its successors and assigns, a security interest, pursuant to the Uniform Commercial Code, in all that certain personal property described specifically and generally below in Schedule "A" (all of which property is herein referred to as "Collateral") to secure the payment of said indebtedness and obligations, and any and all sums hereafter advanced and expenditures hereafter made by the Secured Party under the provisions of this Agreement, and any and all indebtedness and obligations of Debtor to Secured Party whether now existing or hereafter incurred. Debtor agrees that a default under this transaction or any other transaction between Debtor and Secured Party shall be deemed to be a default under all such transactions and all the amounts due shall become immediately due and payable and Secured Party will be entitled to exercise any and all rights and remedies available to it under the Uniform Commercial Code. A surplus attributable to any transaction may be applied to offset a deficiency attributable to any other transaction, in such manner as determined by Secured Party.

- Debtor represents, warrants and agrees that: (1) Debtor is the absolute owner and is in possession of all of the Collateral, and except for any lien or encumbrance noted in Paragraph (A) below and the security interest granted herein, the Collateral and each item thereof is free and clear of all security interests, liens and encumbrances and adverse claims of any kind or nature whatsoever. (2) The Collateral is presently located and is customarily kept on or about the premises of Debtor's address as hereinabove set forth except as noted in paragraph (B) below and Debtor shall permit Secured Party and its representatives, free access to the Collateral at all reasonable times for the purposes of inspection. Debtor shall keep the Collateral in good working order, repair and running condition, and shall replace any worn, broken or defective parts. Debtor shall not abandon the Collateral except upon loss, theft or destruction and shall promptly notify Secured Party of any such occurrence. (3) Debtor will not, except upon the express prior written consent of the Secured Party, sell or pledge all or any part of the Collateral, or submit the Collateral to any unpaid charge or encumbrance, including taxes, or in any way lease, dispose of, transfer or assign its interest in the Collateral or this Security Agreement, or remove or allow the removal of the Collateral from its specified location except as specified in paragraph (B) below. Debtor shall promptly pay all taxes validly levied or assessed against the Collateral. (4) The "Additional Provisions" set forth on the reverse side hereof shall constitute an integral part of this Security Agreement with the same force and effect as though set forth on the reverse side hereof. (5) In the event of repossession after any default as defined herein, Debtor hereby waives notice of and opportunity for hearing.

SCHEDULE A

All machinery, equipment, accounts receivable, inventories now owned or hereafter acquired, including proceeds and products thereof. This Security Agreement shall be constructed and interpreted according to the laws of the State of Maryland. Debtor agrees that the laws of said state shall govern the validity, enforceability and legality of the transaction evidenced hereby. This Security Agreement is not binding and effective unless and until it is accepted by Secured Party at its place of business in Glen Burnie, MD

together with all parts, accessories, repairs, improvements and additions thereto now or hereafter at any time made or acquired, including any general intangibles or chattel paper attributable thereto, all substitutes or replacements of the said Collateral made by Debtor (which, however, may be made only with the written consent of Secured Party during the term of this Security Agreement) and any and all other personal property now owned or hereafter acquired at any time by Debtor.

- (a) The Collateral is free and clear of all liens and encumbrances except: (b) The Collateral is located at Debtor's address as stated, from which address, City, County or State it shall not be removed without the Secured Party's express prior written consent, except when located at: 1049 Dumbarton Road, Glen Burnie, MD 21061 and 915 Baltic Avenue, Baltimore, MD 21225 (c) The following items were or are to be purchased with the proceeds of the loan secured hereby See attached equipment description. pledged for collateral

The undersigned Debtor (or if there are two or more Debtors, one of them) acknowledges receipt of a copy of this Security Agreement, and acknowledges that at the time of the signing this Security Agreement on the above date, all blank spaces on this Security Agreement were filled in.

(Secured Party) [Signature] By: [Signature] Accepted at its place of business in [Signature]

Dart Pallet Repair, Inc. Debtor [Signature] Signature and Title [Signature] Signature and Title

527-529-A

ADDITIONAL PROVISION

1. Debtor agrees to keep said Collateral insured against loss or damage by fire, wind, theft and accident with an insurance company or companies satisfactory to Secured Party, in an amount not less than the unpaid balance due hereunder, such insurance to be payable to the Secured Party as its interests may appear. Debtor hereby assigns to Secured Party all sums not in excess of the unpaid balance hereunder and directs any insurance company to make payment directly to Secured Party to be applied to said unpaid balance and grants Secured Party an irrevocable Power of Attorney to endorse any draft and sign and file all of the necessary papers, forms and documents to initiate and settle any and all claims for loss or damage to the Collateral herein described.
2. Debtor shall not lease or rent any item of Collateral without prior written consent of Secured Party. Without limiting the foregoing, if in fact the Debtor leases or rents any item of Collateral, Secured Party may on demand take possession of the original of said lease and shall be granted a security interest in it and in all rents paid or due to Debtor with respect to such Collateral and in the event of default by Debtor hereunder, Secured Party shall have the right in its own name to collect such rentals directly from the party owing same.
3. If Debtor fails to make any payment or do any act as herein required, then Secured Party, at its option, may make such advancements or expenditures and do such acts as Secured Party may deem necessary to protect its security and Debtor hereby agrees to pay immediately all sums so expended by Secured Party together with interest from the date of expenditure at the same rate charged on the loan described on the front side of this Security Agreement.
4. If Debtor shall default in the payment of any of the indebtedness, obligations or liabilities secured hereby, or shall default in the performance of any agreement herein contained, or if any breach be made of any obligation, promise, declaration or warranty of Debtor herein contained or secured hereby, or if a petition is filed by or against Debtor under any of the laws of the United States relating to Bankruptcy, or Reorganizations, or Arrangements, or if there is an appointment of a trustee or receiver for the Debtor or for a substantial part of its property, or if there is an Assignment made for the benefit of creditors, or if Secured Party, in good faith deems itself insecure, Secured Party, at its option, without demand upon or notice to Debtor, may declare all indebtedness, obligations and liabilities secured hereby, to be immediately due and payable, and Secured Party shall have all the rights and remedies granted to a Secured Party under the Uniform Commercial Code, including, without limitation the right to require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party and to enter upon the premises where the Collateral, or any part of it may be, and take possession thereof. Debtor hereby WAIVING NOTICE AND OPPORTUNITY FOR HEARING. Provided further, that the Secured Party's waiver of forbearance of any default or right granted by this Agreement, regardless of the extent or duration of such waiver or forbearance, shall not constitute a waiver of any subsequent default or of the Secured party's right to require strict performance of this Agreement.
5. In the event Secured Party takes possession of the Collateral, or any part thereof, and same is sold at a public or private sale, Secured Party shall deduct and retain from the proceeds of such sale or sales all costs, expenses, charges paid or incurred in the taking, removal, handling, repair or refurbishing thereof, and sale of said property, or otherwise incurred in connection therewith, including reasonable attorney's fees incurred or paid by Secured Party; the balance of the proceeds shall be applied by Secured Party upon the indebtedness, obligations and liabilities secured hereby, in such order and manner as Secured Party may determine. Any surplus shall be paid to Debtor or the persons lawfully entitled thereto and Debtor agrees to pay Secured Party any deficiency.
6. If suit be brought, or any proceedings instituted on this agreement, there shall be due from Debtor to Secured Party, immediately upon the commencement thereof, a reasonable attorney's fee in said action or proceeding, which sum is hereby secured. In any such action, plaintiff shall be entitled to the appointment of a receiver, without notice, to take possession of the Collateral and to exercise such powers as the Court shall confer upon him. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
7. Any requirement of reasonable notice to Debtor shall be met if such notice to such Debtor is deposited in U.S. mail postage prepaid to the address of Debtor, as hereinabove set forth (or to such other address as Debtor may have requested in writing), at least seven (7) days before the time of the event set forth in such notice.
8. Publicity for any public sale shall be deemed commercially reasonable if such sale is advertised once, not less than seven (7) days nor more than twenty (20) days, prior to the date of sale, in the classified advertising section of a daily or weekly newspaper circulated in the community where the sale is to be held, or as otherwise required by law.
9. At the request of Secured Party, Debtor will execute such forms, documents and titles as are considered necessary by the Secured Party to properly give notice of this Security Agreement, record and perfect its interest, including without limitation such Uniform Commercial Code Financing Statements, Motor Vehicle Certificates of Title, Aircraft Bills of Sale, Conveyances and Applications, or Interstate Commerce Commission recordation documents, as the Secured Party in its sole discretion requires. Debtor hereby grants Secured Party a Power of Attorney and authorizes and empowers Secured Party to execute all said forms, documents and titles and make necessary corrections thereto to give proper notice of this Security Agreement and record and perfect its security interest in the Collateral. Provided however, that nothing contained herein shall be construed to impose upon the Secured Party a duty to protect the Debtor's interest by recording any document or title.
- 10.) Debtor shall in all instances comply with all applicable laws of the United States and the several states respective to the use, licensing, operation, maintenance, and control of the Collateral; and shall further comply with all regulations issued pursuant to such laws, including without limitation the Regulations of the Federal Aviation Authority, Civil Aeronautics Board, and the Interstate Commerce Commission, where applicable.
- 11.) If more than one Debtor executes this Agreement, the word Debtor herein and all words used with reference to Debtor shall be deemed to be plural, and their obligations shall be joint and several.
- 12.) Each person who joins in executing this Agreement and any note or notes secured thereby, hereby agrees and expressly assents to the liability of their separate property for all their debts and obligations herein mentioned.
- 13.) During the term of this Agreement, Debtor agrees to provide Secured Party with a copy of Debtor's annual financial statements within a reasonable time after said statements are available, together with such other financial information as Secured Party may reasonably request.
- 14.) General Provisions: No amendment or modification of the terms of this Security Agreement shall be effective unless in writing and acknowledged by both parties hereto. Debtor warrants that the Collateral is used exclusively for business purposes. Should the serial numbers of the Collateral be incorrect or not available as of the execution hereof, Secured Party may insert them when available.

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Restorical Renovations 423 Duvall Lane Annapolis, Maryland 21403</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

RECORD FEE 11.00

#145260 0777 004 109143

RMM 06/07/88

Restorical Renovations
JOHN L. FALLON OWNER
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: [Signature] (SEAL)

By: [Signature]
John J. Mulkey Vice President / Treasurer

By: _____ (SEAL)

(Date Signed by Debtor) 19 ____

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

11

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely; (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

10-30

STATE OF MARYLAND

BOOK 527 PAGE 532

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 218301

RECORDED IN LIBER 387 FOLIO 130 ON 5-22-78 (DATE)

1. DEBTOR

Name Cascade Corporation T/A The Boat House

Address 7909 Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 326 First Street, Suite 28, P.O. Box 3190

Yacht Haven, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

POSTAGE .50

270 077 804 108143

06/07/88

PSM

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

Secured party name is changed to: TransAmerica Commercial Finance Corporation
Amend secured parties address to include: P.O. Box 505 Pensacola, FL 32593

Licki B. Baggett (FOA)

Dated May 5, 1988

TransAmerica Commercial Finance Corporation

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

10-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 1, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard K. Koch and Kathleen M. Koch

Address 9 Herndon Avenue, Annapolis, Md. 21403

2. SECURED PARTY

Name The Bank of Glen Burnie

Address P. O. Drawer 70, 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 of the Borrower's furnishings and equipment both now owned or hereinafter acquired. Said furnishings and equipment are located 1413 Annapolis Road, Suite 102, Odenton, Maryland 21113.

RECORD FEE 12.00

POSTAGE .50

81-5300 CTTT RM 10914

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

06/01/88

RNM

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Richard K. Koch
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Kathleen M. Koch
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Stephen G. Boyd
Type or Print Above Signature on Above Line

1250

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Advance Rentals, Inc. 1515 Forrest Drive Annapolis, Maryland 21403</p>	<p>2. SECURED PARTY</p> <p>THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORD FEE 11.00
\$145320 CITY OF BALTIMORE
06/07/00

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.

RHM

DEBTOR: **ADVANCE RENTALS, INC.**
1515 FORREST DRIVE
ANNAPOLIS, MD. 21403
(301) 263-1262

(Type Name)

SECURED PARTY:

THE ZAMOISKI CO.

By: Steve Perry (SEAL)
Steve Perry, V. Pres.

By: _____ (SEAL)

By: John S. Mulkey
John S. Mulkey Vice President / Treasurer

(Date Signed by Debtor) 19__

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
MD, VA, DC, PA - Inventory

12

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

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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.

**FINANCING STATEMENT
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>E. C. Decker Corporation 512 Crain Hwy., N.W. #27 Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY</p> <p>THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

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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
8145340 0777 R04 109451
RAM 06/07/80

DEBTOR:

SECURED PARTY:

E. C. Decker Corporation

THE ZAMOISKI CO.

(Type Name)
By: *Edward Decker* (SEAL)
Edward Decker, Pres.

By: *John J. Mulkey*
John J. Mulkey Vice President / Treasurer

By: _____ (SEAL)

(Date Signed by Debtor) 19 ____

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE
Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

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 CONTRACT # 29820 - 814235

Name EDWARD J. HENDRIKSEN T/A MILL BRANCH NURSERY

Address 2404 MILL BRANCH ROAD, BOWIE, MD 20715

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned 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 KUBOTA F2000 MOWING TRACTOR, W/ MOWER DECK, SER.#11193

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

RECORD FEE

POSTAGE

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edward J. Hendriksen
(Signature of Debtor)

EDWARD J. HENDRIKSEN

Type or Print Above Name on Above Line

(Signature of Debtor)

Larry E. Groff
(Signature of Secured Party)

LARRY E. GROFF

12/80

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.

CONTRACT # 29820 - 814223

1. DEBTOR

Name GARY A. ENTZIAN
Address 2933 MILL BRANCH ROAD, MITCHELLVILLE, MD 20716

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER MARLBORO, MD 20772

Person And Address To Whom Statement Is To Be Returned 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 KUBOTA F2000 MOWING TRACTOR, SER.#11776
- 1 KUBOTA RC60-F20 MOWER, SER.#10839

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

RECORD FEE

POSTAGE

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gary A. Entzian
(Signature of Debtor)

GARY A. ENTZIAN

Type or Print Above Name on Above Line

(Signature of Debtor)

Larry E. Groff
(Signature of Secured Party)

LARRY E. GROFF

11.30

RHM

(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 LUBE CUBE, INC.
(Name or Names)
504 Baltimore-Annapolis Blvd., Severna Park, MD 21146

(Address)
LESSEE CFSL 2735
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Chesapeake Federal Savings and Loan Association
(Name or Names)
2001 E. Joppa Road Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FAX 10 facsimile s/n R1071101813

RECORD FEE 11.00

POSTAGE .30

#145830 DT77 R04 T00.0

RHM

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE

LESSOR

Lube Cube, Inc.

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Joseph P. Allwein
Joseph P. Allwein (Title) President

By: Brian G. Connelly
Brian G. Connelly (Title) Manager

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~LESSOR~~ LESSEE:

Name Nationwide Mutual Insurance Co.

Address Three Nationwide Plaza, Columbus, Ohio 43216

2. ~~SECURED PARTY~~ LESSOR:

Name Decimus Corporation

Address 353 Sacramento St., 14th flr., San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned 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) 3174/01R Schedule D

not subject to recordation tax.

Name and address of Assignee	RECORD FEE	11.00
	POSTAGE	.50

RECORDED 05/07/88

This financing statement is filed solely for notice and precautionary purpose and the filing hereof shall not be deemed evidence of any intention of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease transaction. CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Danny M Fullerton
(Signature of ~~LESSOR~~) Lessee

NATIONWIDE MUTUAL INSURANCE CO.
Type or Print Above Name on Above Line

(Signature of Debtor)

Danny M. Fullerton, Vice President
Type or Print Above Signature on Above Line

Barbara Feflie
(Signature of ~~LESSOR~~ Party) LESSOR

Barbara Feflie, Manager of Operation Support
DECIMUS CORPORATION
Type or Print Above Signature on Above Line

1150

BOOK 527 PAGE 541 - A

EXHIBIT A

<u>QTY</u>	<u>SCHEDULE</u>	<u>EQUIPMENT</u>	<u>LOCATION</u>
1	D	3174/01R	2500 RIVA ROAD SE ANNAPOLIS, MD 21401

Anne Arundel

"NO RECORDATION TAX"

273170

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) Michael J. Ebersberger DBA Ebersberger Contracting 1711 Baltimore-Annapolis Blvd. Arnold, MD 21012	2 Secured Party(ies) and Address(es) Central GMC, Inc. 3801 Ironwood Place Landover, MD 20785	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 BK5410 CTTT 404 109:57 AM 06/07/88
4 This financing statement covers the following types (or items) of property: 15' R&S Steel Dump Body Model # 15009658G,S# 88040583 mounted on a 1988 Kenworth T800, Serial # 2NKDLA0X0JM515112 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignor(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: ^{ANN} ANNE ARUNDEL COUNTY 1341697
 By: Michael J. Ebersberger DBA Ebersberger Contracting
 Signature(s) of Debtor(s)

Central GMC, Inc.
 By: [Signature]
 Signature(s) of Secured Party(ies)

603469 Rev. 12-88

1200

Filing Officer Copy-Alphabetical

273171

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) Ronnie Nichols 1590 Annapolis Road Odenton, MD 21113	2 Secured Party(ies) and Address(es) Elliott Equipment Company, Inc. 327 North Aurora Street Easton, MD 21601	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #145420-CT77 R04 109:57 06/07/88 <i>RAM</i>
4 This financing statement covers the following types (or items) of property: One 1988 International Model F-2574 Serial #1HTZPG3TXJH564424 with attached Galion 502F Dump body Serial #912352 and attached FD73126 Hoist Serial #986644 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: 134/88-7

Filed with: ANNE ARUNDEL COUNTY 1341887

RONNIE NICHOLS
 By: *Ronnie Nichols*
 Signature(s) of Debtor(s)

ELLIOTT EQUIPMENT CO., INC.
 By: *Lawrence W. Stead*
 Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

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) GOLDSBOROUGH BRUCE A. 7959 TELEGRAPH RD. SEVERN MD 21144		2 Secured Party(ies) Name(s) and Address(es) KONA MH BROKERS & ASSOC., INC. P.O. BOX 540 HANOVER, MD 21076		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1980 ATLANTIC SERIAL # 0700020981 -0- 24 X 52 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT. <input checked="" type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194		4 For Filing Officer Date, Time, No. Filing Office RECORD FEE 111	
8 Describe Real Estate Here <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9 Name of a Record Owner		<input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.) PJM	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).			

By **GOLDSBOROUGH BRUCE A.** **KONA MH BROKERS & ASSOC., INC.**
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (3/83) (1) FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC-1 Approved by Secretary of Commonwealth of Pennsylvania

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. MATURITY DATE (If Any): 02MAY90 FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES) KIRBY CONST CO INC. A J 788 GENERALS HWY MILLERSVILLE MD 21108 214528469 AC

2. SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE IND EQUIPMENT CO. P. O. BOX 65090 WEST DES MOINES IA 50265 FORM-JOHN DEERE IND EQUIP CO MOLINE, IL

4. This statement refers to original Financing Statement bearing File No. 256620 PG 180 Filed with ANNE ARUNDEL MD Date Filed 02MAY85

RECORD FEE 10.00 POSTAGE 30

- 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 - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECEIVED 07/11/85 CK 06-07/85

10. [Redacted Box]

TO: CLERK OF CIRCUIT CRT % UCC DIVISION ANNE ARUNDEL COUNTY ANNAPOLIS MD 21403

Number of Additional Sheets Presented 02JUN88

DEERE CREDIT SERVICES INC.

By: Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)

By: [Signature] Manager, Processing John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3 1030

BOOK 527 PAGE 546

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)
STEELE
472 FERRY PT. RD
ANNAPOLIS
217463050 AA

SUSAN
MD 21403

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): 14MAY92
FOR FILING OFFICER (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 267592
Filed with ANNE ARUNDEL MD BK 512 PG 199 Date Filed 14MAY87

- 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.

RAM RECORD FEE 10.00
POSTAGE .30
#145370 C777 RD# 107153
06/01/88

10. TO: CLERK OF CIRCUIT CRT
X 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: *C. Doyle*
Signature(s) of Secured Party(ies) Manager, Processing
John Deere Company

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

1650

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) COWGER JOAN L. LOT 2 SUMMER HILL MHP CROWNSVILLE MD 21032		2 Secured Party(ies) Name(s) and Address(es) EASY LIVING, INC. 5408 SOUTHERN MARYLAND BLVD. LOTHIAN, MD 20711		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1987 HAUSER -0- 14 X 60 SERIAL # THPM659 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT		6 Assignee(s) of Secured Party and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4 For Filing Officer Date, Time No Filing Office RAM RECORD FEE 11.00 POSTAGE .50	
8 Describe Real Estate Here. <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner		<input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)			

By Joan L. Cowger Signature(s) of Debtor(s)

By [Signature] Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

BOOK 527 PAGE 548

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) L.B. Smith, Inc. Baltimore-Washington Expressway & Dorsey Road Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Harnischfeger Corporation 13400 Bishops Lane Brookfield, Wisconsin 53005	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) <i>PALM</i>
4. This statement refers to original Financing Statement bearing File No. <u>251872 Liber 473</u> Page <u>60</u> Filed with <u>Anne Arundel County</u> Date Filed <u>April 30, 19 84</u>		RECORD FEE 10.00 POSTAGE .50
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. Assign to: Century II, Inc.
10400 West North Avenue, Suite 400
Wauwatosa, Wisconsin 53226

"The financing statement is a conditional sales contract and is not subject to recordation tax."

No. of additional Sheets presented:

Harnischfeger Corporation

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

By: *D.P. Copican*
D. P. Copican, Assistant Treasurer

STANDARD FORM - FORM UCC-3

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): Joan L. Harkey 12 Lyons Creek MHP Lothian, MD 20711	(2) Secured Party(ies) (Name(s) And Address(es): Home Owners Funding Corp of America Three Burlington Woods Burlington, MA 01803	RAM RECORD FEE 11.00 #145070 0777 804 189182 06/07/88 For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	
(5) This Financing Statement Covers the Following types [or items] of property. MAKE: <u>COLU</u> Year <u>1971</u> Size <u>65x12</u> Serial # <u>65761X11</u> Used Mobile Home - together with all appliances, equipment, accessories, parts and accessories thereon and therefore and all proceeds, replacements or additions therefore and all substitutions, all as more fully described in the Manufactured HOME Retail Installment Sales Agreement between debtor and secured party.		
<input type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) <u>Joan L. Harkey</u> (By) _____ Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] <u>Home Owners Funding Corp. of America</u> (By) <u>Chen Band</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	UCC-1	

BOOK 527 PAGE 550

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) Yates, Carolyn B. & William F. 966 Rustling Oaks Drive Millersville, MD 21108		2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wethersfield, Ct.		3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) <i>RMM</i>	
4. This statement refers to original Financing Statement bearing File No. <u>258498</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>9/18</u> 19 <u>85</u>				RECORD FEE 10.00 POSTAGE .50 #1-45170 0777 804 109:39 6-2-88	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.					

No. of additional Sheets presented: _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Christina K. Perry Signature(s) of Secured Party(ies)

SOCIETY FOR SAVINGS

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

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)
Emmerich, Harry D.
4776 Solomons Island Road,
Harwood, Maryland
20776

2. Secured Party(ies) and address(es)
South End Garage, Inc.
Rt. 5 P.O. Box 160
Hughesville, Maryland
20637

For Filing Officer (Date, Time, Number, and Filing Office)

RUN RECORD FEE 11.00
POSTAGE .50
3145110 0777 604 109129

4. This financing statement covers the following types (or items) of property:

- 1. New---Hesston 4550 Baler.
SN---B45500176.
- 2. New---Hesston 4550 Bale Thrower.
SN---T45500270.

5. Assignee(s) of Secured Party and Address(es)

HESSTON CORPORATION
P.O. Box 4000
Hesston, Kansas 67062

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:

South End Garage, Inc.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

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)
Music & Arts Center, Inc.
Severna Park
575 Ritchie Highway
Severna Park, MD 21146

2. Secured Party(ies) and address(es)
The Selmer Company
600 Industrial Parkway
Elkhart, Indiana 46515

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 236347
Filed with county Date Filed January 21 19 81

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .30
MAILED 0777 104 10231

10. **Please change secured parties name to: The Selmer Company & its Ludwig Division**

Also change wording to:

All of DEBTOR'S inventory of goods manufactured, sold or distributed by Secured Party and all parts, accessories and other goods used, returned, repossessed or intended to be used in conjunction with the foregoing inventory, whether now or hereafter existing or acquired; proceeds (which term shall mean whatever is received upon sale, insurance, lease, indemnity, exchange, collection or other disposition of collateral which may include sale, insurance, lease, indemnity, exchange, collection or disposition of proceeds; accounts receivables, contract rights and chattel papers, instruments, general intangibles and other obligations of any kind, whether now or hereafter existing arising out of or in connection with the foregoing inventory or services related thereto; and income, revenue and profits from all proceeds.

No. of Additional Sheets presented:

Music & Arts Center, Inc.

The Selmer Company and its Ludwig Division

By: Brian J. Osburn **President**
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Vicki J. Daicher **clerk**
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.50

FINANCING STATEMENT FORM UCC-1

273131 Identifying File No. 14090

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1211.08

If this statement is to be recorded in land records check here. []

This financing statement Dated 5-23-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANGELA K. ALSTON

Address HIGHTER CO. USAO BOX 9727 FT MEADE, MD. 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

STEREO ECP TV VCR

RECORD FEE 11.00 RECORD TAX 10.50 POSTAGE .50

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Signature of Debtor

ANGELA K. ALSTON Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

STAN JORDAN C.S.P. Type or Print Above Signature on Above Line

11.80 10.50 .50

FINANCING STATEMENT FORM UCC-1

273183

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. \$ 1260.00

If this statement is to be recorded in land records check here.

This financing statement Dated 5-22-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LISA A. PANDEI

Address 10 WASH GROUP BLDG 222 FT. MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 907

GLEN BURKE, 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)

JEWELRY
PHOTO ECP
RADIO
STEREO ECP
TV

Name and address of Assignee

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
MILSABO CITY NO4 110400
86/07/88

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)

Lisa A. Pandei
(Signature of Debtor)

LISA A. PANDEI

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.E.

Type or Print Above Signature on Above Line

11 10,800.00

BOOK

527 PAGE 555

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273183

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2200.00

If this statement is to be recorded in land records check here.

This financing statement Dated 5-00-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EMMET T. & SHIRLEY WASHINGTON
Address 2214 CANDLEWICK CT. SEVERN, BALTIMORE, MD. 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 987
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)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 06/27/00

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) RHM

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

EMMET T. WASHINGTON
Type or Print Above Name on Above Line

(Signature of Debtor)

SHIRLEY WASHINGTON
Type or Print Above Signature on Above Line

(Signature of Secured Party)

GINA JORDAN C.S.R.

Type or Print Above Signature on Above Line

12 17.50 50

FINANCING STATEMENT FORM UCC-1

273181

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

14023

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 1061.82

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 27, 1999 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARTIN AND MICHELLE KELLER
Address 2-B GAGE RD ANNAPOLIS MD 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"Certain Household Goods And Other Consumer Personal Property"
Desk (2) Renewal Stereo VCR - Sharp
Microwave (2) Color T.V. Bicycle Washer
Dryer

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORD FEE 12.00

(If 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 TAX 14.00

POSTAGE .50

8143300 CITY 004 T10121

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RAMI

06/07/99

Martin J. Keller
(Signature of Debtor)

MARTIN KELLER

Type or Print Above Name on Above Line

Michelle D. Keller
(Signature of Debtor)

MICHELLE KELLER

Type or Print Above Signature on Above Line

Monica D Carter
(Signature of Secured Party)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

12-

19

.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

14007

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3670.39

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 20, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARY A AND PATRICIA M SISK
Address 213 1/2 SOUTHWOOD RD PASADNEA MD 21122

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Table with 2 columns: Name and address of Assignee, Amount. Rows include RECORD FEE, RECORD TAX, POSTAGE.

"Certain Household Goods And Other Consumer Personal Property"

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signature of Gary Sisk

GARY SISK
Type or Print Above Name on Above Line

Handwritten signature of Patricia M Sisk

PATRICIA SISK
Type or Print Above Signature on Above Line

Handwritten signature of Monica D. Carter

MONICA CARTER CSR
Type or Print Above Signature on Above Line

1288 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273186 14011

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1079.86

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 22, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORRIS MITCHELL
Address X HQ CO USGA RM 125 FT MEADE MD 210 20755

2. SECURED PARTY

Name AVCO
Address PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

NUGGET RING, JVC TV AND RADIO, JVC 13" COLOR AND 19" SONY TV, RCA VCR

RECORD FEE 11.00
RECORD TAX 10.00
POSTAGE .30
BLASSCO C777 11/11/88

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)

Signature of Debtor (handwritten)

NORRIS MITCHELL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (handwritten)

MONICA CARTER CSR

Type or Print Above Signature on Above Line

11 1050.50

FINANCING STATEMENT FORM UCC-1

273187

Identifying File No. 14038

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2205.05

If this statement is to be recorded in land records check here.

This financing statement Dated 5-02-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARY ANNE & LESTER DOMINGUEZ

Address 2206 BRIGHTVIEW CT. MILLERSVILLE, MD. 21102

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997 GLEN BURNE, 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)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

RECORD FEE 12.00

RECORD TAX 17.30

POSTAGE .30

#145330 CITY RM4 TID-IM

06/07/88

RAM

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mary Anne R. Dominguez (Signature of Debtor)

MARY ANNE DOMINGUEZ Type or Print Above Name on Above Line

(Signature of Debtor)

LESTER DOMINGUEZ Type or Print Above Signature on Above Line

Monica D. Carter (Signature of Secured Party)

MONICA CARTER C.S.P. Type or Print Above Signature on Above Line

12-1750-50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1240.80

If this statement is to be recorded in land records check here.

This financing statement Dated MAY 10, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LOUIS A COLLINS

Address NAVAL RADIO TRANS FAC ANNAPOLIS MD 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address PO BOX 997 GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

HOME COMPUTER, JEWELRY, AMPLIFIERS, VCR, CASSETTE PLYR, RECEIVERS, SPEAKERS, TAPE PLYR, TURNTBL, TV,

RECORD FEE 1.10

RECORD FEE 2.70

NOTARIAL FEE 10.50

POSTAGE .50

#145340 DT77 R04 110107

06/01/88

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

10,150.00
10,500.00
50

Louis A. Collins
(Signature of Debtor)

LOUIS COLLINS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
(Signature of Secured Party)

JOYCE M RALEY

Type or Print Above Signature on Above Line

RHM

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14005

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3415.51

If this statement is to be recorded in land records check here. []

This financing statement Dated 5-25-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEE D. MEEKINS

Address 207 RIDGLEY RD. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

JEWELRY
2 TV (1)
VCR (1)

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	24.50
POSTAGE	.50
#345000 07/17 034 130108	
06/07/88	

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

X *Lee D. Meekins*
(Signature of Debtor)

LEE D. MEEKINS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

2450.50

Gina Jordan
(Signature of Secured Party)

GINA JORDAN C.S.E.
Type or Print Above Signature on Above Line

RHM

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273190

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 1075.20

If this statement is to be recorded in land records check here.

This financing statement Dated 5-31-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES F. EGAN

Address 206 JILL LN. #202 LAUREL, MD. 20707

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

COMPUTER TRS 80, DUAL DISC DR, AND SOFTWARE, STEREO, NAKAMICHI, PIONEER, BOSE, KENWOOD, DBX, 25" COLOR TV WITH STEREO, WARDS VCR

Name and address of Assignee

RECORD FEE 11.00

RECORD TAX 14.00

POSTAGE .30

#143560 DT77 RM T10110

06/07/88

RJM

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles Egan (Signature of Debtor)

CHARLES E. EGAN Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan (Signature of Secured Party)

GINA JORDAN C.S.R. Type or Print Above Signature on Above Line

14.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 10/14/85, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 85102141 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 27, 1988 between Assignor and Assignee:

- (1) One BTE Simulator S/N 85102141

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) _____

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) _____

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

15

1844

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 May 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 Oct. 6, 1987, Schedule # 04(R) dated April 1, 1988 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 25, 1988 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. Sarto, III
(Signature of Debtor)

Frank J. Sarto, 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
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

15.00

1445

RECORD FEE 11.00

STAMP .50

REGISTERED WITH INM 110102

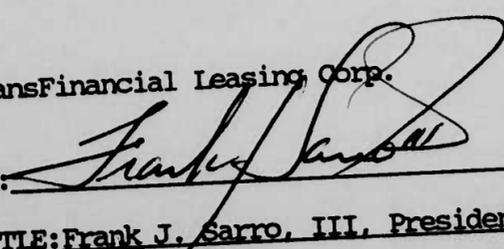
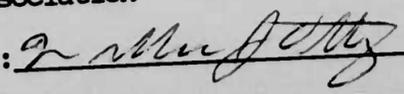
06/07/88

RJM

EQUIPMENT LISTQUANTITYDESCRIPTION

1 (one)	Wall for data entry and accounting
25 (twenty five)	Clear plastic corner guards - length 8'
1 (one)	Vestibule wall & door
2 (two)	Condi desk E115
1 (one)	Condi credenza E214
1 (one)	American seating product
1 (one)	Power poles & vinyl trim
5 (five)	Work surfaces HCL5424
5 (five)	Pedestals APB0612
1 (one)	Door closure replacement
2 (two)	Plexi glass inserts
1 (one)	JAL Chair World S-CC Sliding Door Cabinet
5 (five)	GSA M-100 Light oak computer stand
1 (one)	6900-80 Scale (Postage)
3 (three)	Pedestal Desks w/flush returns & locks
2 (two)	Hewlett Packard Laserjet Printer
	S/N's - 2803G08704 &
1 (one)	Bel Tron AT PC w/monitor S/N A24010M
1 (one)	386 Bel Tron PC w/monitor & 40 mg hard drive S/N A24010E
1 (one)	ACD OPT Gate Call Limit
1 (one)	Custom Patch (BCS)
1 (one)	Door Guard System on interior doors.
1 (one)	PASCO Card Access Reader System on interior doors.
1 (one)	Includes all accessories, installations and materials.

TransFinancial Leasing Corp.

BY: TITLE: Frank J. Sarro, III, PresidentIrvington Federal Savings & Loan
AssociationBY: TITLE: William J. Ottey, President

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 May 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 Oct. 6, 1987, Schedule # 05, dated April 1, 1988 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 25, 1988 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. Sarto III
(Signature of Debtor)

Frank J. Sarto, 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

1150

Filed with Anne Arundel County

1446

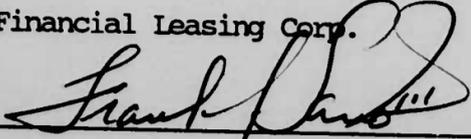
Schedule 05

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
2 (two)	Gal sync card - A91000319
2 (two)	SW-CSU DSI CBL-D3EMI kit - A70000509
1 (one)	Cable kit - A70000511
1 (one)	CSU/Modem Cabinet - A97GAL565 including 20 (twenty) Feet-4GA STR PVC UL/CSA 600V - 003900060 1 (one) Scrw PHP 1/4-20X1/2 S/STL - 030000370 1 (one) Lockwasher 1/4 ext stl cad - R31200525 1 (one) Nut Hex 1/4-20 X 7/16 AF -031700047 1 (one) Remote Cabinet - A93G36800
1 (one)	CSU Shelf, 7-unit, 115VAC - 099000582
3 (three)	CSU Terminal Unit - 099000584
3 (three)	CSU Signal monitor unit - 099000585
4 (four)	DIMF register - A97GAL504 including 4 (four) DIMF reg card - A91000330
2 (two)	Interface module, 4 WNS - A91G35200
1 (one)	SYNC GRP-D3 DIR T1 - A97GAL446 including 1 (one) Wiring Synchronizer T1 - A70000465 1 (one) Cable ASM sync clock - 003210496 2 (two) CBL Synzr 10 SW Clk BP - 003210652 2 (two) Gal Synchr Com Equip Crd - A910000307 6 (six) Scrw PHP 6-32x5/16 S/STL - 030211905 1 (one) Cable CMU/SYNC I/O - 003210495
2 (two)	LSI SW-SYNC DSI CBL - A70000547
1 (one)	Demarc cable - A70000584
1 (one)	Hardware shipment - A70000
1 (one)	Tape Build (BCS) - GLA007026
1 (one)	Custom Patch (BCS) - GLA005026
1 (one)	Dialed number indent serv - 077000165
1 (one)	ACD opt gate call limit - A97GAL361

TransFinancial Leasing Corp.

Irvington Federal Savings & Loan Association

BY: 

BY: 

TITLE: Frank J. Sarzo, III, President

TITLE: William J. Ottey, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated May 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 Oct. 6, 1987, Schedule # 07, dated May 16, 1988 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 25, 1988 between Assignor and Assignee:

1 (one) RTE Deltec 18.75 KVA 8186-1 ups Serial #47513 including all accessories

CHECK 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 .30

#145600 CITY R04 110410

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

06/07/88

RAM

(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

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.50

1448

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If this statement is to be recorded in land records check here.

This financing statement Dated May 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 Oct. 6, 1987, Schedule # 08, dated May 16, 1988 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 25, 1988 between Assignor and Assignee:

- 200 (two hundred) NW ACS COMM noise CANC Hdset/Vol CTL
- 200 (two hundred) A-3G ACS COMM PBX CONN w/Hi-Lo Gain

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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

RECORD FEE 11.00

POSTAGE .50

8145610 0777 004 110110

RUM 06/07/88

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey

(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/50

1449

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 TransFinancial 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 March 15, 1988 Schedule # 03, dated March 15, 1988 between Assignor as Lessor and LEASE ACCOUNT # 308851 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 31, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00

POSTAGE .50

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) 0777 008 110110

06/07/88

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RAM

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]
(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]
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with _____

178-0

12/51

EQUIPMENT LIST

- One (1) Industrial Air compressor 5 hp C523E80H s/n 320-0005 3 phase
- One (1) Fruehauf #MAR395963 #67UC0539
- One (1) Gindy #93350E #71UC0541
- One (1) Trail #K36045 #76UC0546
- (32) Hatachi nails/staples
HIT53DHADJ 9.4M/box
- One (1) 16' DeWalt state saw used s/n 28628
- (3) ec HIT NV65AC s/n 360058; N070097; 180292 & HIT N5008AA
s/n 70281; 70283; 70259
- One (1) Trailer w/ PM 50 HOG 671 diesel/ belt drive diesel
chip fan & mounting/belt drive
belt feed conveyor 36" w/10' long hyd drive
- (1) 15' conveyor belt type
- (1) 30' CONVEYOR CHAIN TYPE
- Miscellaneous climbing gear and lines
- Miscellaneous power tools
- (2) 40' containers for storage
- (1) 5hp compressor 60 gals

TransFinancial Leasing Corp.
 BY: *Frank J. Lambert*
 TITLE: *President*

Irvington Federal Savings and Loan Asso.
 BY: *D. W. J. O'Leary*
 TITLE: *Trm*

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 TransFinancial 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 March 15, 1988. Schedule # 01, dated March 15, 1988 between Assignor as Lessor and LEASE ACCOUNT # 308851 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 31, 1988 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

Filed with _____

150

1452

RETURN FEE 11.00
POSTAGE .50
317-630 0777 004 110710
06/07/88

RAM

Equipment List

One (1) Roger 9tm) SUPER UN-NAILER Model 52 s/n52-0024-0516 8852
w/5hp motor and starter, pneumatic filters and gauges
w/three (3) pairs of 8"knives installed - 230 volt, 3-phase

Three (3) right guided knife shaft plates
Three (3) left guided knife shaft plates
One (1) Spare set knives

TransFinancial Leasing Corp.

BY:

TITLE:

Irvington Federal Savings & Loan Asso.

BY:

TITLE:

fjs.5.darteq.01

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 May 27, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 April 22, 1988, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # BB3052 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 27, 1988 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE .50
ARUNDEL COUNTY REC 110111
10/07/88

RUM

11.50

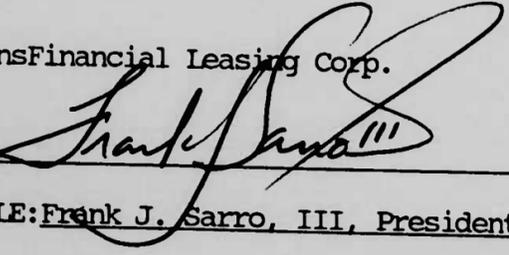
1453

FRANCINE SMITH, A SOLE PROPRIETOR,
D/B/A LASALON INTERNATIONAL

EQUIPMENT LIST

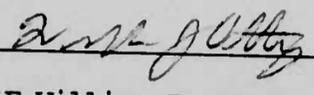
<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Europeon LTD II - Black seat/White body
10 (ten)	Scroll Hyd. chairs - Black w/white arms & white base #59250
6 (six)	Modular dryer units - Black RS16-FA007
6 (six)	#810 Belv. Dryers
9 (nine)	Embassy single stations Black & White - D927-1-M1078
1 (one)	Double Embassy Station - Black & White - D927-2-M1077
1 (one)	Embassy desk - Black & White - D-904-B
1 (one)	Triple Bulkhead Black, White w/Black doors - 0460-120
3 (three)	3100-622-403 - Black Shampoo Bowl
3 (three)	Scroll Shampoo Chairs - Chrome S94B
2 (two)	Make-up Chairs - 635014-534B
1 (one)	Make-up Mirror & lights - #2638F
2 (two)	Formatron manicure tables - Black & White (90991-94991)
3 (three)	Ergo Chairs (black) C-2
1 (one)	Child Seat (black) - 9431
1 (one)	Pibbs Facial Chair - white - HF807
1 (one)	Belmont barber chair
2 (two)	Dina Meri #180's (black roller carts)
1 (one)	Retail display cabinet (black) - 5051-90991
1 (one)	48" Display w/mirror - EV3204

TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY: 

TITLE: William J. Ottey, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 5/26/88, Schedule # 01, dated 5/27/88 between Assignor as Lessor and LEASE ACCOUNT # 508862 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 5/31/88 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
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with _____

1/88

1454

Equipment List

<u>Quantity</u>	<u>Description</u>	<u>Description (cont.)</u>
fifty-five (55)	B - D PCA Infuser Pumps	1 Lot #875205002
	1 Lot #874502009	1 Lot #875205003
	1 Lot #874502010	1 Lot #875205004
	1 Lot #874502016	1 Lot #875205005
	1 Lot #874502035	1 Lot #875205006
	1 Lot #874502036	1 Lot #875205007
	1 Lot #874502046	1 Lot #875205008
	1 Lot #874502048	1 Lot #875205009
	1 Lot #8745802020	1 Lot #875205010
	1 Lot #874702002	1 Lot #875205012
	1 Lot #874702008	1 Lot #875205013
	1 Lot #874702040	1 Lot #875205016
	1 Lot #874702041	1 Lot #875205017
	1 Lot #874702044	1 Lot #875205018
	1 Lot #874702049	1 Lot #875205019
	1 Lot #8750001042	1 Lot #875205020
	1 Lot #875001005	1 Lot #875205026
	1 Lot #875001007	1 Lot #875205027
	1 Lot #875001010	1 Lot #875205028
	1 Lot #875001017	1 Lot #875205029
	1 Lot #875001033	1 Lot #875205032
	1 Lot #875001039	1 Lot #875205033
	1 Lot #87500104	1 Lot #875205034
	1 Lot #875001040	1 Lot #875205037
	1 Lot #875001044	1 Lot #875205038
	1 Lot #875001047	1 Lot #875205039
	1 Lot #87501026	1 Lot #875205040
	1 Lot #875205001	1 Lot #8755205015

TransFinancial Leasing Corp.
Assoc.

BY:

TITLE: Frank J. Sarro III, President
fjs.6.sur.bio.irv.eq.01

Irvington Federal Savings & Loan

BY:

TITLE: William J. Ottey, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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If this statement is to be recorded in land records check here.

This financing statement Dated May 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial 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 type(s) (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Oct. 6, 1987, Schedule # 06, dated April 1, 1988 between Assignor as Lessor and LEASE ACCOUNT # 001786 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 25, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 13.00

POSTAGE .50

HL5560 0777 R04 110111

05/27/88

RMM

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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. Sario, III
(Signature of Debtor)

Frank J. Sario, 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
(Signature of Secured Party)

William J. Ottey, President
Type or Print Above Name on Above Line

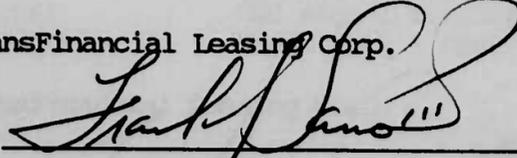
Filed with Anne Arundel County

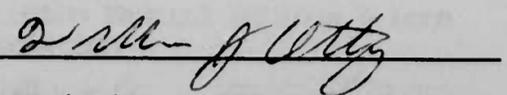
1350

1447

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
1 (one)	Remote site cabinet - A97GAL564 including 20 (twenty) Feet-4GA STR PVC UL/CSA 600V - 0039000060 1 (one) Scrw PHP 1/4-20X1/2 S/ST - 030000370 1 (one) Lockwasher 1/4 EXT STL CA - R31200525 1 (one) TRML Lug 4-2/0 GA SldrIs - 039000922 1 (one) Gal kit top cable exit - A87000205 1 (one) MXA Card - B91G32000 1 (one) PSU card-local - B91G32500 1 (one) Remote site cabinet - A93G36700 1 (one) Power supply - A93000456 16 (sixteen) Site cable 50 pin-50pin - 003211263 4 (four) Cabl.port interface shel - A70000579 20 (twenty) Marker cable - 039000931
1 (one)	Port int.-48 - A97GAL568 including 2 (two) MXA card - B91G32000 1 (one) PSU card-local - B91G32500 1 (one) Port interface shelf - B92G31000
1 (one)	IDF X-con panel-port INT - 019010533
1 (one)	Printer, Tally RO - A97GAL479 including 1 (one) Paper 103 col 147/8X11 - 009000252
1 (one)	Printer stand - 099000119
1 (one)	PMT Printer modem Grp - A97000875 including 2 (two) Conn elec - 019000524 2 (two) Conn elec parts - 019010437 75 (seventy five) feet-Cbl 7pr 24GA Sol Swed U - 003200158 2 (two) Marker cable - 039000931 1 (one) Modem, 2400BPS - 099000731
1 (one)	Printer local modem grp - A97000876 including 2 (two) Marker cable - 039000931 2 (two) Conn Elec - 019000524 2 (two) Conn elec parts - 019010437 75 (seventy five) feet-Cbl 7pr 24GA Sol Swbd U - 003200158 1 (one) Moden, 2400BPS - 099000731

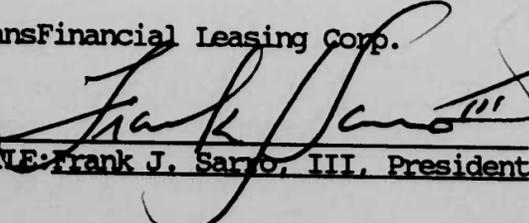
TransFinancial Leasing Corp.
 BY: 
 TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association
 BY: 
 TITLE: William J. Ottey, President

<u>Quantity</u>	<u>Description</u>
6 (six)	Supv modem grp lcl/rmt - A97000838 including 12 (twelve) Marker cable - 039000931 6 (six) Modem, 2400BPS - 099000731 6 (six) Conn elec - 019000524 6 (six) Connector socket 25 pos - 019000567 6 (six) Conn elec - 019000526 12 (twelve) Conn elec parts - 019010437
1 (one)	Kit, end panel ind grad - A97001074 including 2 (two) Panel end industrial - 022101018 2 (two) Bracket end panel upper - 021102600 2 (two) Bracket end panel lower - 021102603 8 (eight) Screw cap hex hd - 030825016 8 (eight) Nut, hex #3/8-16/5/8AF - 031700062 8 (eight) Lockwasher split 3/8 - 031000143 16 (sixteen) Wshr 3/8 plain - 031000082 2 (two) Nut, hex 1/4-20 x 7/16 AF - 031700047 2 (two) Lockwashr 1/4 ext stl ca - R31200525 2 (two) Trml lug 18-22GA 1/4 RN - 039000914 2 (two) Scrw PHP 1/4-20x1/2 S/ST - 030000370 4 (four) 18GA Str grn ipvc UL/CSA - 003121755 4 (four) Nut hex 8-32 x 11/32 AF - 032000015 4 (four) Lckwshr #8 ext sst - 031000081 2 (two) Trml lug 18-22GA no 8 RN - 039000915 2 (two) Scr php 8-32x3/8 - 030212906 2 (two) Speed clip no.10 - 031500094 2 (two) Lckwshr #10 ext stl cad - R31200519 2 (two) Scrw Truss hd 3/4 THD - 030104112
1 (one)	CSU shelf, 7-unit, 115VAC - 099000582
4 (four)	CSU terminal unit - 099000584
4 (four)	CSU signal monitor unit - 099000585
1 (one)	Interface module, 4WNS - A91G35200
1 (one)	Power supply - A93000456
1 (one)	Demarc cable - A70000584
1 (one)	Printer recv 400CPS - 099000218
450 (four hundred and fifty)	Cable tele 24gauge/12T P - 003200272
3 (three)	Cable kit - A70000511
1 (one)	CSU terminal unit - 099000584
1 (one)	CSU signal monitor unit - 099000585
8 (eight)	Modem rack - 099000733

TransFinancial Leasing Corp.

Irvington Federal Savings & Loan Association

BY: 
TITLE: Frank J. Sarno, III, President

BY: 
TITLE: William J. Ottey, President

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 May 25, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD

2. SECURED PARTY

21061

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 April 27, 1988, Schedule # 01, dated April 29, 1988 between Assignor as Lessor and LEASE ACCOUNT # 872408 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 25, 1988 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 17.00

POSTAGE .30

STAMPED TO COST 104 110.11

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RHM

(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
(Signature of Secured Party)

William J. Ottey, President

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1710

1450

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) one	Electric Wallpaper Steamer S/N 10657
(1) one	Meridian Transit Level S/N 020176 with Stiff Leg Tripod and rod
(2) two	#222 Portable Bar Lattice
(5) five	#245 Round Top 3 Panel Basket Weave Screens
(1) one	Koldkiss Ice Shaver Machine S/N 870410
(1) one	WC0905 Turle w/insert
(1) one	Nacho chesse wmr w/ladle CWD3434
(1) one	Nacho warmer dlx servalot with Stain. steel nacho insert SJ12-11745
(1) one	15 gal tank pkg. Model 5-105 Head 1505 with Wet/Dry Kit
(6) six	Ice tongs
(2) two	Pistol Bride Server
(1) one	Small Dome Server
(1) one	Large Dome Server
(1) one	Wedding Canopy Comp.
(2) two	Wedding Cand Heart 17-Lite
(2) two	Arch Column
(1) one	Wedding Arch Heart
(1) one	Candlelighter
(7) seven	Wed Card Aisle
(40) forty	ST546SJ Step Frame 5'W x 4'6'H
(40) forty	STGA72-7N Gal D.Brace 7'Notch
(130) One hundred thirty	ST68C Insert 9 in w/collar
(6) six	CF501-24-B'CADE Eng/GR Type 1
(10) ten	CF-777PC Starlite W/Bolt
(1) one	Moline King D-305 (frame)
(1) one	Trail King D-305 (bumper)
(12) twelve	Flush Top Dolly
(1) one	Pry Dolly 6'
(1) one	SRT-M-60 H.D. Equipment Truck
(2) two	Model WB-25 2500 watts 120V 1 ph 60hz Gillette LC8-12B alternator driven by standard B&S 5 HP engine recoil start LC8-13B
(2) two	58122 Typewriter S/N's B86271916 & B86272230

TransFinancial Leasing Corp.

BY:

Frank J. Sarno, III, President

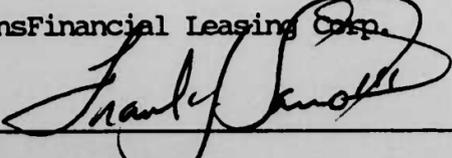
Irvington Federal Savings & Loan
Association

BY:

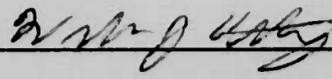
William J. Ottey, President

<u>Quantity</u>	<u>Equipment</u>
(2) two	KD units 10 x 10 yellow canopy
(1) one	EA Model 5 Earth Drill w/ 5 HP B & S S/N 523701 with 3X42-SSP EA Auger, Snap-on Pengo Point
(20) twenty	Endurance 60 x 60 light blue
(45) forty-five	Endurance 60 x 60 navy
(45) forty-five	Endurance 60 x 60 grey
(3) three	Endurance 20 x 20 napkins navy
(9) nine	Endurance 20 x 20 napkins grey
(5) five	Endurance 20 x 20 napkins ivory
(6) six	Large Serving Spoon
(6) six	Large Serving Fork
(6) six	Large Slotted Spoon
(16) sixteen	8ft Trs Cables, regular
(200) two hundred	chairs - BLK/BLK V
(2) two	Tall Bouquet Holder - 18"
(2) two	Short Bouquet Holder - 6"
(2) two	Medium Bouquet Holder - 12"
(2) two	4/Cup Lite Tower
(1) one	Tall Round Riser
(1) one	Medium Triangular Riser
(1) one	Short Square Riser
(1) one	30" Single Edge Hedge Trimmer
(12) twelve	60 X 120 Queens Linen Tablecloth 04 White
(24) twenty-four dozen	Queens Linen Napkins 04 white
(40) forty	8 ft. Tables Bull Nose/Stain/Poly
(12) twelve	6 ft. Tables Bull Nose/Stain/Poly
(8) eight	42" Round Table-Wishbone Legs-Bull Nose/Stain/Poly
(6) six	30" Round Pedestal Bull Nose/Stain
(4) four pair	Preflex R Skis 070-8130-01-02-03-04
(10) ten pair	Preflex R Skis 070-8140-36 through 45
(1) one pair	Preflex R Skis 070-8140-18 S/N 06142264 with 1 pair binders
(9) nine pair	Preflex R Skis 070-8180-19 through 27
(6) six pair	Preflex R Skis 070-8190-01 through 06
(8) eight	JHJ12 1/2 Hydraulic Jack
(1) one	6011 Acry Tray Patterned
(1) one	6011 Light Box
(1) one	Model GP-25B 2500 Watts 120V 1 ph 60hz Gillette alternator driven by B&S 5 HP heavy duty I/C engine
(1) one	0004188 TP3B Pump S/N 418802410
(1) one	0005794 PD2B Pump S/N 579401186
(6) six	CROWNPC Crown Polish Stanchion Chr.

TransFinancial Leasing Corp.

BY: 

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan
AssociationBY: 

TITLE: William J. Ottey, President

<u>Quantity</u>	<u>Description</u>
(2) two	Flared Spike Punch Bowl - 8 qt.
(2) two	Dominion Punch Bowl - 11 qt.
(72) seventy-two	Compact Black China (Porcelain) Salad Plate 7 1/2"
	<u>Compact White China (Porcelain)</u>
(72) seventy-two	Dinner Plate 10"
(144) one hundred forty-four	Salad Plate 7 1/2"
(144) one hundred forty-four	Bread & Butter Plate 6 3/4"
(72) seventy-two	Cup
(72) seventy-two	Saucer
	<u>Arcoroc "Cosmos" Dinnerware</u>
(72) seventy-two	Dinner Plate 9 1/8"
(72) seventy-two	Salad Plate 8"
(72) seventy-two	Dessert Plate 7"
(72) seventy-two	Cup (Calice)
(72) seventy-two	Saucer
(2) two	580-B "Bahama" 5-Gal Beverage Fountain with 24K Gold Trim
(1) one	8 1/2' Aluminum Brake S/N 82864
(2) two	Super Coolers - Red
(2) two	Super Coolers - Blue

TransFinancial Leasing Corp.

BY:

TITLE: Frank J. Sarro, III, President

Irvington Federal Savings & Loan Association

BY:

TITLE: William J. Ottey, President

To be recorded
in the Chattel
records of
Anne Arundel Co.,
Maryland.

Not Subject to Recordation Tax

FINANCING STATEMENT

JUNE 3, 1988

1. DEBTORS:

Address:

a) PCGI MARINA, INC., a
Maryland corporation

15525 Frederick Road
Rockville, Maryland 20850

b) GERALD HERSON

as to both Debtors

2. SECURED PARTY:

Address:

FIRST AMERICAN
BANK OF MARYLAND

111 S. Calvert Street
Suite 2610
Baltimore, Maryland 21202

3. This Financing Statement covers:

SEE ATTACHED EXHIBIT "A"

RECORD FEE 12.00
POSTAGE .50
#194980 0237 R02 T12:11
06/07/88

4. Proceeds of collateral are also covered.

AMM

Debtors:

PCGI MARINA, INC., a Maryland
corporation

a) BY: [Signature] (SEAL)
Gerald Herson, President

b) [Signature] (SEAL)
GERALD HERSON

To the Filing Officer: After this statement has been
recorded please mail the same to: Carol K. Lisman, Esquire,
Melnicove, Kaufman, Weiner, Smouse and Garbis, P.A., 36 South
Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

9020g/1

12⁰⁰
30

EXHIBIT "A" TO THE FINANCING STATEMENT

All of the right, title and interest of the Debtors as general and limited partners in a Maryland limited partnership organized pursuant to a Limited Partnership Agreement and Certificate of Limited Partnership dated April 14, 1988, under the name PLEASURE COVE'S GIBSON ISLAND MARINA, LIMITED PARTNERSHIP (hereinafter referred to as the "Partnership") and any amendments thereto, whether now existing or hereafter created or arising, and all of the right, title and interest of the Debtors 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 Debtors, to which the Debtors are now or shall hereafter be entitled as general and limited partners in the Partnership; together with the income and profits arising from the assigned interests in the Partnership and any other distributions, of earnings, capital or otherwise, and any and all surplus thereof, and any interest whatsoever of Debtors in the Partnership and all proceeds of any or all of the foregoing.

9020g/2

Return to: Real Title Company Inc.
3009 14th St. N.
Arl., VA 22201
RET A8800312

A.A.G.

FINANCING STATEMENT

1. Name of Debtor: 218-220 MARKET STREET LIMITED
PARTNERSHIP
Address: c/o Fedder Management Corporation
514 North Crain Highway
Glen Burnie, Maryland 21061

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Industries Group
10 Light Street
Baltimore, Maryland 21202

RECORD FEE 14.00
POSTAGE .50

#194950 0237 R02 T12:55
06/07/88

RAM

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, trade fixtures and personalty used in the operation of the business conducted on the premises hereinafter described or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated May 25, 1988 from Debtor to Stephen F. Beckenholdt and Dennis M. Miller, Trustees (the "Deed of Trust"), all property being located in Frederick 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.

14.00
30

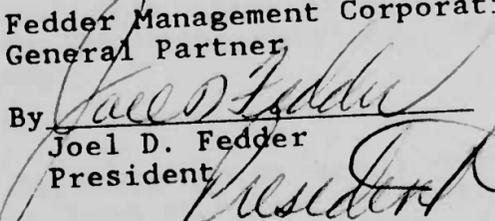
(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$170,000 has been paid to the Clerk of the Circuit Court of Frederick County upon recording of the Deed of Trust.

Debtor:

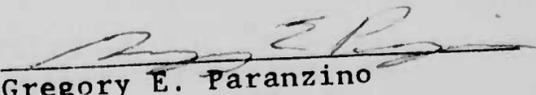
218-220 MARKET STREET LIMITED
PARTNERSHIP

By: Fedder Management Corporation,
General Partner

By: 
Joel D. Fedder
President

Secured Party:

MARYLAND NATIONAL BANK

By: 
Gregory E. Paranzino
Real Estate Officer

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 FREDERICK COUNTY,
MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL
COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND
TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the Frederick County, State of Maryland, and more particularly described as follows:

All those lots or parcels of land situate on the East side of North Market Street, known as 218 and 220 North Market Street, and being all and the same real estate which was conveyed unto G. Hunter Bowers, et al, by Chrissie B. D. Bowers, widow by Deed dated March 31, 1952, and recorded in Liber 501, folio 295, one of the Land Records of Frederick County, Maryland and also being all those lots or parcels of land which by Deed dated August 26, 1987 and recorded in Liber 1441, folio 609 were granted and conveyed by Grayson E. Bowers Realty Company unto 218-220 Market Street Limited Partnership.

FINANCING STATEMENT FORM UCC-1

273207 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 Cunningham Sand & Gravel
Address 1073 St. Stevens Church RD., Crownsville, MD. 21032

2. SECURED PARTY

Name Furnival Machinery Co.
Address 7135 Standard Dr., Hanover, MD. 21076
2240 Bethlehem Pike, Hatfield, PA. 19440
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

One Komatsu PC300LC-3 Hydraulic Excavator, Serial # 13899

RECORD FEE 1.10
RECORD FEE 0.20
POSTAGE .50
M-14000 0717 004 113404

RJM

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds are to be kept separate and apart.

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Gloria Jh
(Signature of Debtor)
Gloria Cunningham
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

DONNA BRICKMAN
(Signature of Secured Party)
DONNA BRICKMAN
Type or Print Above Signature on Above Line

pick up with et al

11.50

FINANCING STATEMENT

1. Name of Debtor: RAY & McCLINTOCK ASSOCIATES LIMITED
 PARTNERSHIP, doing business in
 Arizona as Ray & McClintock Plaza
 Shopping Center Limited Partnership
 Address: c/o BTR Realty, Inc. RECORDED FEE 100.00
 1302 Concourse Drive, Suite 202
 Linthicum, Maryland 21090 POSTAGE .50

2. Name of Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
 Address: 110 South Paca Street
 Commercial Real Estate
 Division 109-900
 Baltimore, Maryland 21201 RHM

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Maricopa County, Arizona and more particularly described in a Deed of Trust and Assignment of Rents with Security Agreement and Financing Statement (Fixture Filing) (the "Deed of Trust") dated May 18, 1988, from Debtor to the Trustee named therein, which Deed of Trust was recorded or intended to be recorded among the Land Records of Maricopa County, Arizona 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.

J.W

(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 all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, Assignment and Security Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

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:

RAY & McCLINTOCK ASSOCIATES LIMITED PARTNERSHIP

By: BTR Ray Road, Inc., General Partner

By: *Patrick H. Miles* (SEAL)
Legal Assistant

DATED: May 18, 1988

(Mr. Clerk: Return to ~~Natalie Kraum~~
~~Legal Assistant~~ Samuel H. Clark, Jr., Esquire
Miles & Stockbridge
10 Light Street, Suite 800
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and
Taxation
Anne Arundel County Financing Statement
Records

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
does tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
to land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Escolopio, Anthony F. T/A T. J. Transfer Company

Address 7954 Catherine Avenue Pasadena, MD 21122

2. SECURED PARTY

Name Kenworth of Baltimore, Inc.

Address 706 Pulaski Highway Joppa, MD 21085

First Interstate Credit Alliance, Inc. 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:
First Interstate Credit Alliance, Inc.
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)

Anthony F. Escolopio T/A T.J. Transfer Company

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

First Interstate Credit Alliance, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

LARRY F. KIMMEL, ADMIN. V.P.

1850

CONDITIONAL SALE CONTRACT NOTE Anthony F. Escolopio T/A

TO: Kenworth of Baltimore, Inc. ("Seller") FROM: T.J. Transfer Company ("Buyer")
706 Pulaski Highway Joppa, MD 21085 (Address of Seller) 7954 Catherine Avenue 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) 1988 Kenworth Model 13-210 Cab & Chassis W/24' Refer Body, S/N 9DMWT7H35JC000502

(1) TIME SALES PRICE \$58,961.98
(2) Less DOWN PAYMENT IN CASH \$ 4,392.58
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$54,569.40

Wherever the name Credit Alliance Corporation appears herein, it shall be read as First Interstate Credit Alliance, Inc., successor by merger.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7954 Catherine Ave. 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 Fifty four thousand five hundred sixty nine and 40/100 Dollars (\$ 54,569.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of July, 19 88, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 909.49 and the final installment being in the amount of \$ 909.49

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: May 31, 19 88

Accepted Kenworth of Baltimore, Inc. (SEAL) (Print Name of Seller Here)

Anthony F. Escolopio T/A (SEAL)

T.J. Transfer Company (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] (Print Name of Co-Buyer-Maker Here)

Co-Buyer-Maker: Anthony F. Escolopio, owner (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

3

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-in-fact and agent of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and acts over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), 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 May 31, 1988

between Kenworth of Baltimore, Inc., as Seller/Lessor/Mortgagee,

and Anthony P. Brodeur d/b/a T.J. Transfer Company 7954 Catherine Avenue Pasadena, MD 21122 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI 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 to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; 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 FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; 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 FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI 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 FICAI 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 FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we 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 our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 54,569.40 31st day of May, 19 88

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Kenworth of Baltimore, Inc. (Seal)
By: Charles N. Vernon CM (Seller/Lessor/Mortgagee)

(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.)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273207

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6/4/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JERRY D. WILHOIT & JERR JEFFREY D. WILHOIT
Address 411 DUVAL LANE ANNAPOLIS, MARYLAND 21403

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HWY ANNAPOLIS, MARYLAND 21401

RECORD FEE 12.00
POSTAGE .50
SEARCHED 07/17/88 INDEXED 07/17/88

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW KUBOTA TRACTOR MN# T-1400 SN# 16390
1 NEW KUBOTA CATCHER MN# T-3014 SN# 1707
1 NEW KUBOTA MOWER MN# W5021SC SN # 10071

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400-814381

CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Jeffrey D. Wilhoit (Signature of Debtor)

JEFFREY D. WILHOIT Type or Print Above Name on Above Line

Jerry D. Wilhoit (Signature of Debtor)

JERRY D. WILHOIT Type or Print Above Signature on Above Line

(Signature of Secured Party) SECY-TREAS.

BALDWIN SERVICE CENTER, INC. Type or Print Above Signature on Above Line

12.50



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 7,909.01
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	ADDRESS		
1. Debtor(s)	Street	City	State

<u>C.N. Willits Contractors, Inc.</u>	RECORD FEE	11.00
<u>1160 Spa Rd., Suite 3B</u>		
<u>Annapolis, Md. 21403</u>	RECORD TAX	5.80

2. Secured Party:	RECORD TAX	50.40
SOVRAN BANK/MARYLAND		
6610 Rockledge Drive, Bethesda, MD 20817	POSTAGE	.50
Attn: Loan Administration		

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

By: Jeffrey D. Dunaway

Type Name Jeffrey D. Dunaway

Title Assistant Vice President

C.N. Willits Contractors, Inc.

By: Christopher N. Willits

Christopher N. Willits, President

Type or Print Name and Title of Each Signature

Handwritten scribbles

SCHEDULE A

1 Canon NP 4540 Copier

DATE ORDERED: 4/27/88
 SALESMAN: D NBal
 COMMENTS: *RL*

MACHINES			METER READINGS	
QUANTITY	DESCRIPTION	SERIAL NO.	END	START
1	CN 4540EP	CDV01340		
1	CN CAB 4000 Cabinet			
1	Red CD Unit #111425			2154
1	CN S6 Sorter			
1	CN S6 KIT 4000 <i>510</i>	12118		
1	AF KIT 3525EP			

SUPPLIES DELIVERED			ITEM NO.
QUANTITY	DESCRIPTION		
1 BL	#104575 Toner		
1 RM	#148500 T.Ppr.letter		
1 RM	#149100 T.Ppr.legal		

SUPPLIES RETURNED			ITEM NO.
QUANTITY	DESCRIPTION		
<i>01-14</i>	<i>8x11/8x</i>	To be delivered Monday, 5/3/88-2nd floor	

DATE _____ ABOVE MATERIAL RECEIVED IN GOOD ORDER
 CUSTOMER SIGNATURE *[Signature]*

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County and MD SDAT
- 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): Maryland Pennysaver Group, Inc. Address(es): 408 Headquarters Drive
Millersville, MD 21108

6. Secured Party: Maryland National Bank Address: Department: Credit/Collateral Unit
Attention: Lisa Edwards Post Office Box 987, Mailstop 500-271
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (I) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

RECORD FEE 11.00

POSTAGE .50

#146600 CTTT R04 T09#21

Debtor: Maryland Pennysaver Group, Inc.

Secured Party: Maryland National Bank

06/08/90

By: [Signature] (Seal)
Type name and title, if any
Geoffrey Calderone, President

By: [Signature] (Seal) RWW
Type name and title
Glenn L. Wilson, Vice President

207-95 REV. 1/86

MARYLAND NATIONAL BANK

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

2737856-0199-271

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 27 May 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Eastport Railway Co., Inc.

Address P.O. Box 3180, Annapolis, MD 21403

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Hull Molds used in the production of the Doweaster Thirtytwo designed by Ladd Marine, Inc.

All yachts in process together with all fiberglass, mechanical, steering, portable water, sanitary system, electrical, plumbing, deck hardware, and miscellaneous parts required for the completion of the Doweaster Thirtytwo.

All inventory now owned or hereafter acquired consisting of Doweaster Thirtytwo Yachts designed by Ladd, Inc., together with all parts, accessories and other necessaries thereunto appertaining and belonging now or hereinafter added or attached to said items of inventory used in the connection therewith, and all substitutions and replace- CHECK THE LINES WHICH APPLY to said inventory, equipment and necessaries.

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

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

200280 0055 R01 T12:34

06/08/88

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RHM

Robert H. Hoffman
(Signature of Debtor)

Eastport Railway Co., Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ross J. Kelly
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1100/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273244

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kenneth F. Morrell
Address 1264 Fenwick Garth, Arnold, Maryland 21012

2. SECURED PARTY

Name Norstar Bank, N.A.
Address One East Avenue
Rochester, New York 14638
Person And Address To Whom Statement Is To Be Returned 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 personal property including machinery, equipment, furniture and fixtures that the Debtor now owns or may hereafter acquire and that is affixed, installed or located upon property described in paragraph 5 below, including all substitutions, additions, accessions and replacements therefor or thereto and the proceeds thereof.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Route 178 (Generals Highway), listed also as Annapolis Industrial Park Lot 1, Anne Arundel County, Maryland

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#202370 0777 R01 T14416
06/08/88

Handwritten signature of Kenneth F. Morrell

(Signature of Debtor)

Kenneth F. Morrell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Norstar Bank, N.A.
Type or Print Above Signature on Above Line

Handwritten initials RHM

Handwritten mark 11-

FINANCING STATEMENT FORM UCC-1

Identifying File No. 273212

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 7, 1988 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Morrell Development, Inc.
Address 1264 Fenwick Garth, Arnold, Maryland 21012

2. SECURED PARTY

Name Norstar Bank, N.A.
Address One East Avenue
Rochester, New York 14638
Person And Address To Whom Statement Is To Be Returned 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 personal property including machinery, equipment, furniture and fixtures that the Debtor now owns or may hereafter acquire and that is affixed, installed or located upon property described in paragraph 5 below, including all substitutions, additions, accessions and replacements therefor or thereto and the proceeds thereof.

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)
Route 178 (Generals Highway), listed also as Annapolis Industrial Park Lot 1, Anne Arundel County, Maryland

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

RECORD FEE 11.00

POSTAGE .50

#282360 6/77 HQ1 T14:16

06/03/88

MORRELL
Signature of Debtor
Morrell Development, Inc.
Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Norstar Bank, N.A.
Type or Print Above Signature on Above Line

RAM

FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. X To Be Recorded among the Financing Statement Records.
3. X Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of . The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of .

5.	Debtors' Names	Address
	Vincent A. Ambrosetti	902 Juliet Lane
	Cecilia I. Ambrosetti	Arnold, MD 21012

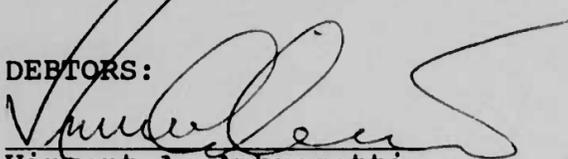
6.	Secured Party	Address
	First Federal Savings & Loan Association of Annapolis	1832 George Avenue Annapolis, MD 21401

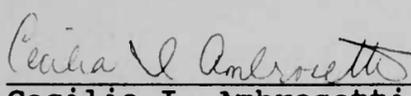
7. This Financing Statement covers and Debtors hereby grant to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

General Intangibles. The stock interest of Debtors in American Fidelity Mortgage Corporation, a Maryland corporation, represented by three hundred eighty eight (388) shares of the common stock of said corporation.

RECORD FEE 12.00
 POSTAGE .50
 #196760 C23T R02 T14:40
 06/08/88

DEBTORS:


 Vincent A. Ambrosetti


 Cecilia I. Ambrosetti

RHM

Mr. Clerk: Please return to M. Willson Offutt, IV, Esq., Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

A:ff41267.fs
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12.50

**END
LIBER**