

LIBER

539

0-2

FINANCING STATEMENT

276685

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR

ADDRESS

Professional Vehicles, Inc.

910 B Bestgate Road
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: P.O. Box 311
ANNAPOLIS, MARYLAND
21404

RECORD FEE 11.00

1. This Financing Statement covers the following kind or types of property (the collateral), now or hereafter held by the Debtor as inventory; and also all proceeds resulting from the sale or other position thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

H. ERLE SCHAFER
CIRCUIT COURT
MORTGAGE .50

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including (but not limited to) boats, automobiles, trucks, and all appliances, equipment accesories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items repossessed in the Debtor's possession to which secured party has title or in which the secured party has a security interest.

#508450 C345 R01 T1412
03/13/89
H. ERLE SCHAFER
CIRCUIT COURT
CK

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

3. X Proceeds
_____ of the collateral are also specifically-
_____ Products

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

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Professional Vehicles, Inc.

THE ANNAPOLIS BANKING AND TRUST CO.

BY: Wallace E. Davenport, Pres.

BY: William A. Busik

BY: _____

TITLE Vice President

TO BE RECORDED AMONG THE
LAND RECORDS AND INDEXED
AMONG THE CHATTEL RECORDS

BOOK 539 PAGE 02

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 108,000.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel

FINANCING STATEMENT

276623

Spa Creek Builders, Inc.

528 Tayman Drive, Annapolis, md. 21403

1. Debtor(s)

2. Secured
Party

KEY FEDERAL SAVINGS BANK

7F GWYNNS MILL COURT, OWINGS MILLS, MARYLAND, 21117

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

Spa Creek Builders, Inc.

BY Edward M. Davis, Jr.
Edward M. Davis, Jr. President

RECORD FEE 11.00
POSTAGE .50
#401840 C237 R02 T14:35
03/14/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

11 00
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1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in Exhibit A attached hereto as a part hereof.

BEING KNOWN AND DESIGNATED as Lot No. 35, Block J., on a Plat entitled "Plat No. One Cape St. Claire" which said Plat is dated Mary 1949 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-7, Plat No. 4; now recorded in Plat Book No. 21, folio 38.

10.50

BOOK 539 PAGE 04

Anne Arundel Co.

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271813

RECORDED IN LIBER 523 FOLIO 425 ON 3/1/88 (DATE)

1. DEBTOR

Name Woodstove Johnnys of Severna Park, Inc.
Address 407 Ritchie Highway Severna Park, Md. 21146

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHER 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 <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 XXXX</u> (Indicate whether amendment, termination, etc.)</p>
	Please terminate above filing	
	<p>RECORD FEE 10.00 POSTAGE .50 #402000 0237 R02 T14:51 H. [unclear]</p>	

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

10⁰⁰ 30

Dated _____

SIGNATURE OF DEBTOR

[Signature]
(Signature of Secured Party)
Paul Wohkittel, Branch Manager
True or False Above Name and Address

FINANCING STATEMENT

RECORD FEE 11.00
POSTAGE .50
#402010 C237 R02 T14:52
03/14/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

5. Debtor(s) Name(s) Address(es)
 Wood Stove Johnny's of Severna Park, Inc. 407 Ritchie Highway
 Severna Park, Maryland 21146

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

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 Wood Stove Johnny's of Severna Park, Inc.

BY: Gilbert A. Mason, III, President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

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

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

1100
30

To Be Recorded In:

Financing (Chattel) Records - Anne Arundel County, Maryland
 Financing (Chattel) Records - State Department of Assessments and Taxation
 Land Records - _____ County, Maryland

276625

NOTE: The principal amount of debt secured hereby is: \$7,720,000.00. This Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:
 HALLE ENTERPRISES, INC. 2900 Linden Lane - Suite 300
 Silver Spring, Maryland 20910
2. Secured Party: Address:
 SOVRAN BANK/MARYLAND 6610 Rockledge Drive
 Bethesda, Maryland 20817
3. Trustee: Address:
 DANA E. TYDINGS 6610 Rockledge Drive
 RICHARD J. HAJJAR Bethesda, Maryland 20817
4. This Financing Statement covers:

RECORD FEE 17.00
 POSTAGE 50
 #310320 0777 R03 T15:10
 H. ERLE SCHAEFER 11/17/89
 AA CO. CIRCUIT COURT

(a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks, fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any

17-
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improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) 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, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor 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 term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust

hereinafter identified, as the same may be amended, modified or supplemented.

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 Land is 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 interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

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

9. This Financing Statement does not cover any equipment that is used by the Debtor to develop the Land.

DEBTOR:

HALLE ENTERPRISES, INC.

By: Warren E. Halle
Warren E. Halle, President

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

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

BEING all those lots or parcels of ground situate, lying and being in the County of Anne Arundel, Maryland and more fully described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 14, 105 thru 136 and 162 thru 169 and Recreation Area, Autumn Gold Drive, Symphony Lane, Red Harvest Road and Ice Castle Court as shown on a Plat entitled "**Plat 1, The Courts of Four Seasons**", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 115, page 40.

BEING KNOWN AND DESIGNATED as Lot Nos. 1 thru 13, 137 thru 161 and 170 thru 183 and Autumn Gold Drive, Red Harvest Road and Fall Breeze Court and 2.87 acre = Recreation Area and the 30' right of way parcel, as shown on a Plat entitled "**Plat 2, The Courts of Four Seasons**", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 115, page 41.

BEING KNOWN AND DESIGNATED as Lot Nos. 15 thru 47 and 84 thru 104, Summer Hill Drive, Snowflake Drive, Symphony Lane, Ice Crystal Court and 1.66 Acre = Recreation Area and Storm Water Management Pond as shown on a Plat entitled "**Plat 3, The Courts of Four Seasons**", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 115, page 42.

BEING KNOWN AND DESIGNATED as Lot Nos. 48 thru 83 and Sunbeam Court, Snowflake Drive, New Dawn Lane as shown on a Plat entitled "**Plat 4, The Courts of Four Seasons**", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 115, page 43.

276826

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Maine Air Mechanical, Inc.
 Address: 6886 Baltimore-Annapolis Boulevard
 Linthicum, MD 21090

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: Metro Plaza One, 8401 Colesville Road
 Silver Spring, Maryland 20910
 MD-B-34-2

3. This Financing Statement covers the following types (or items) of property:
 One Roper Whitney #816 Brake, Serial #389-11-88
 AND
 One Wilder #2024 1/3 horsepower Slitting Shear with Guard, Serial #SLITER30953.

RECORD FEE 11.00
 POSTAGE **CK** .50

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

#510790 0345 R01 T11#46
 03/15/89

(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:

H. ERLE SCHAFER

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Maine Air Mechanical, Inc.

Debtor(s):

By: *Michael Meloche*
 Michael Meloche, President

By: *Michael Mamoliti*
 Michael Mamoliti, Vice-President

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

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

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

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

1750

FINANCING STATEMENT FORM UCC-1

276627

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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020

RECORD FEE 11.00
POSTAGE .50
4510910 0345 R01 T11#47
GK 03/15/89

Person And Address To Whom Statement Is To Be Returned 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 Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 11/23/88, Schedule # 03, dated 2/23/89 COURT between Assignor as Lessor and LEASE ACCOUNT # 118871 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 2/23/89 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

Societe Generale Financial Corporation

Kevin R. Adams
(Signature of Secured Party)

Kevin R. Adams
Type or Print Above Name on Above Line

Anne Arundel

1152

2215

03

Equipment Description

One (1) Acer Model MPS-PC/900 - 286/12mg computer A90000650-M
 One (1) Multi Tech Model MT224EH MNP class 5 2400 baud modem 1025470
 One (1) Communication software package - Procomm Plus
 One (1) Okidata Model 321 Microline GE8253A WC Printer 808A0045978
 Three (3) Acer Model MPF-PC/710 computer stations A710153497; A710153759;
 Three (3) Star Model NX 1000 Dot Matrix Printers; 310081116115;
 Three (3) Multi Tech Model MT224EC MNP 2400 Baud Modems: 864922; 864921;
 864919
 Three (3) Indiana Computerized cash registers drawers - model 2120
 Three (3) Indiana Drawer to Computer Interface Packages
 One (1) Warehouse Back Room Computerized Inventory Software System
 Three (3) Point of Sale Computer Software Systems
 One (1) Point of Sale to Backroom Sales Processing & Update System
 One (1) Bar Code Driver & Bar Code Label Print programming
 One (1) Automated Modem Communication System
 Six (6) Wkly Mainframe Computer System Rentals
 One (1) RAM Resident Graphics Assembly Language
 One (1) Bar code print driver
 One (1) Cash Drawer
 One (1) Modem Model 212 A MB s/n 60 39
 One (1) Data Collector Model CMT-80 s/n 160 22875
 One (1) Omron RS-81 Register s/n 160 8855
 One (1) Modem Model 212 A MB s/n 6038
 One (1) Data Collector CMT-80 s/n 360 23258
 One (1) Omron RS 81 Register s/n 160 8856
 One (1) Warehouse Transfer Document Pinting/Transfer Matching Program

TransFinancial Leasing Corp.BY: Frank J. Sarro IIITTS: Frank J. Sarro III PresidentDATED: 2/23/89

fjs.13.divssog.eq3

Societe Generale Financial CorporationBY: M. al

TTS: _____

DATED: _____

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)
Stanley Engineering Co., Inc.
180 Penrod Court
Glen Burnie, Maryland 21061

2. Secured Party(ies) and address(es)
Hardinge Brothers, Inc.
1420 College Avenue
Elmira, New York 14902

3. Maturity date (if any):

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

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

One HSL-59 Hardinge Super Precision Speed Lathe
And all tooling, attachments and proceeds

Reference #3030331

Serial #006486

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

RECORD FEE 11.00

510920 0345 R01 T11:48

CK

03/15/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Recordation tax not due.

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:

By: Stanley Engineering Co., Inc.

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

Pres.
Title

By: Hardinge Brothers, Inc.

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

R. L. Simons
Controller
Title

(1) Filing Officer Copy-Alphabet

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 1228

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2650.84

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

This financing statement Dated 12-20-88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William E. Thurman 3rd
Address 10605 Graeloch Rd. Laurel MD 20707

2. SECURED PARTY

Name Avco Financial Services
Address 8837 BelAir Rd. Baltimore MD 21236

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

3. Maturity date of obligation (if any)

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

Table with 2 columns: Name and address of Assignee, Amount. Rows include RECORD FEE 11.00, RECORD TAX 21.00, POSTAGE CK .50.

" Certain Household Goods And Other Consumer Personal Property
Sears 19" TV Color Portable \$400.00
Samsung VCR Vhs \$300.00
Mitubishi VCR VHS \$800.00

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
03/15/89

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 calculations: 11.00, 21.00, 32.50

Signature of Debtor: William E. Thurman III

Type or Print Above Name on Above Line: William E. Thurman III

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Avco Financial Services

Signature of Secured Party: Vicki E. Fleming

Type or Print Above Signature on Above Line: Vicki E. Fleming

Type or Print Above Signature on Above Line

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)

United Propane, Inc.
205 Najoles Rd.
Millersville, MD 21108
Ann Arundel Co.

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

Chemi-Trol Chemical Co.
2776 C.R. 69
Gibsonburg, OH 43431
Sandusky Co.

3. Maturity date (if any):

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

BK PG
495-326

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

LP Gas Storage Tanks with Serial Nos. on the attached listing.

Note 1088

*subject to reclamation for
part to Sec of State 74.00
bank and holder of 2776 C.R.*

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

TERMINATION
10 50

RECORD FEE 12.00
POSTAGE .50

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:

Co. Recorder #310840 0345 R01 113:40

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 03/15/89

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.

Date Jan 9 19 89

By: [Signature] (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

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

(3) Filing Officer Copy-Acknowledgement

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

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 March 8, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Centurion Climate Control, Inc.
Address 512 Crain Highway, N. W., Bay #23, Glen Burnie, Md. 21061

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 of the borrowers accounts, including, but not limited to, all notes, notes receivable, drafts, acceptances and similar instruments and documents both now owned or hereafter acquired, receivables including those invoiced or billed, 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 rise to an account and all cash and non-cash proceeds and products of all such goods.

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) 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) 03/15/89

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

CENTURION CLIMATE CONTROL, INC.

(Signature of Debtor)

By: Robert J. Anderson, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Mitzi E. Anderson, Sec/Treas.

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Stephen G. Boyd, Senior V. President

Type or Print Above Signature on Above Line

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1150

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 The Paper Factory of Wisconsin, Inc.
Address 600 East Hancock Street, Appleton, Wisconsin 54911

2. SECURED PARTY

Name BANK ONE, MILWAUKEE, NATIONAL ASSOCIATION
Address 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202

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

3. Maturity date of obligation (if any) _____

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

See Exhibit A attached.

RECORD FEE 11.00
POSTAGE .50
#510960 0345 R01 T13:51
03/15/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
THE PAPER FACTORY OF WISCONSIN, INC.

BY Nelson J. Rohrbach
(Signature of Debtor)

NELSON J. ROHRBACH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

115

BANK ONE, MILWAUKEE, NATIONAL ASSOCIATION

BY Craig A. Schmutzer
(Signature of Secured Party)

CRAIG A. SCHMUTZER
Type or Print Above Signature on Above Line

DEBTOR: The Paper Factory of Wisconsin, Inc.

CREDITOR: BANK ONE, MILWAUKEE, NATIONAL ASSOCIATION

EXHIBIT A

DESCRIPTION OF COLLATERAL

All of the Debtor's right, title and interest in and to the following, whether now owned and existing or hereafter created or acquired, wherever located, together with all additions and accessions and all proceeds and products thereof: all Accounts, Instruments, Chattel Paper, General Intangibles, Equipment, Inventory, any insurance coverage relating to the foregoing and all books and records of the Debtor pertaining to any of the foregoing. "Accounts" means all amounts owed to the Debtor as payment for goods sold or services rendered. "Instruments" means all negotiable instruments held by the Debtor, securities owned by the Debtor or any other writing held by the Debtor which evidences a right to the payment of money. "Chattel Paper" means a writing or a series of writings which evidence both a monetary obligation owed to the Debtor and a security interest in or lease of specific goods. the payment of money. "General Intangibles" means any personal property of the Debtor (including but not limited to contract rights, things in action, goodwill, patents, trademarks, copyrights, trade names, licenses and franchises) other than Accounts, Instruments, Chattel Paper, Equipment, Inventory and money. "Equipment" means all machinery and equipment owned by the Debtor and all modifications, alterations, repairs, substitutions and replacements thereof or thereto. "Inventory" means all of the Debtor's inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, all goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in the Debtor's business) and documents related to inventory.

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):

Laura Joy D/B/A Joy Contracting Company
104 Broadview Blvd.
Glen Burnie, Md. 21061

2. Secured Party(ies)

Address(es) And Name(s):

JOHN C. LOUIS COMPANY, INC.
1805 Cherry Hill Road
Baltimore, Md. 21230

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

RECORD FEE 12.00

#510900 0345 P01 T13:55

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

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

(1) Beck Trailer EL19 Spare Tire & Wheel Assy.
S/N 44BH62025KLO04118

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

03/15/89

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

THIS COVERS A CONDITIONAL SALES CONTRACT.
THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

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

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

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

8. Signatures:

Laura Joy

By Laura Joy D/B/A Joy Contracting Co.,

Laura Joy Owner Debtor(s) [or Assignor(2)]

By JOHN C. LOUIS COMPANY, INC.

William S. Davison Secured Party(ies) [or Assignee(s)]

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

FINANCING STATEMENT

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

FORM UCC-1

1

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4-82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 246645 recorded in
Liber 460, Folio 105 on 3/24/83 at Anne Arundel County - Md.

1. DEBTOR(S):
Name(s) Annapolis Yacht Sales, Inc.
Address(es) 319 Sixth Street, Annapolis, Maryland 21403

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street, Annapolis, Maryland 21401

Maryland National Bank P.O. Box 17068, Baltimore, Md. 21203
Person and Address to whom Statement is to be returned if different from above.
Attn: Anjana Singh M/S 090159

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 original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Debtor's address changed to:
7416 Edgewood Road
Annapolis, Md. 21403

RECORD FEE 10.00
POSTAGE .50
4511200 0345 R01 T14#44
03/15/89

H. ERLE SCHAFER
CIRCUIT COURT



9. SIGNATURES.
Annapolis Yacht Sales, Inc.
John F. Burgreen, President

SECURED PARTY
By _____
(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.

SCHEDULE A
 TO A FINANCING STATEMENT
 NAMING
 TROY LEASE INCOME OPERATING L.P., Debtor
 AND
 WEST COAST LIFE INSURANCE COMPANY, Secured Party

All of Debtor's estate, right, title, interest, claim and demand in, to and under (a) the Equipment, (b) the Lease, (c) After Acquired Property, and (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitations, all insurance proceeds and condemnation awards to which Debtor is or may be entitled, and all right, title and interest of the Secured Party in, to and under each Security Instrument and all money and property received by the Secured Party pursuant thereto. Except for the terms Debtor and Secured Party, all capitalized terms used herein are defined hereinbelow.

As used herein the following terms have the following meanings:

"Equipment" - The data processing equipment described in Annex I hereto.

"Lease: - Collectively, Purchase Orders Nos. ES-85991-H (987-A-10038) and 86JJHV97890 (978-A-10068), dated June 8, 1988, and June 13, 1988, respectively, each issued by Westinghouse Electric Corporation, as lessee, and acknowledged by McDonnell Douglas Capital Corporation (which has subsequently assigned it rights hereunder to Debtor), as lessor, under Master Lease Agreement dated August 28, 1986, between First National Capital Corporation (McDonnell Douglas Capital Corporation's predecessor in interest), as lessor, and Westinghouse Electric Corporation, as lessee.

"After Acquired Property" - all future extensions, improvements, alterations, repairs, renewals, substitutions and replacements of, and all future additions and appurtenances to, and all other equipment to be physically annexed to, the Equipment except any of the foregoing which can be removed from the Equipment without materially impairing its operations or value; all moneys and other property (including amendments or supplements to any Security Instrument) which may from time to time be or become subject to the lien created by the Security Agreement, or which may come into the possession or be subject to the control of the Secured Party pursuant to the Security Agreement or any Security Instrument.

"Security Agreement" - the Security Agreement dated as of January 25, 1989, between the Debtor and the Secured Party.

"Security Instrument" - the Lease, the Security Agreement, and any other instrument with respect to which any right or interest in or in respect of the above items described herein has been granted to the Secured Party.

ANNEX I

Description of Equipment

I. The following computer equipment manufactured by International Business Machines Corporation, and located at premises of Westinghouse Electric Corporation, Camp Meade Road, BWI Airport, Baltimore, MD 21240:

<u>Qty</u>	<u>Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial No.</u>
1	3380	AK4	Direct Access Storage Device	R3233
1	3380	BK4	Direct Access Storage Device	U6149

II. The following computer equipment, manufactured by International Business Machines Corporation, and located at premises of Westinghouse Electric Corporation, ESC Business Computer Services, Northern Pike Road, Monroeville, PA 15146:

<u>Qty</u>	<u>Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial No.</u>
1	3380	AK4	Direct Access Storage Device	R4951
3	3380	BK4	Direct Access Storage Device	U7736, U7902 U7674

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

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

Debtor(s) (Last Name first) and mailing address:

Thomas, Edward D.
Duff Thomas Production Services
3891 Cotter Dr
Edgewater, MD 21037

Secured Party(ies) Name and address:

The George Mason Bank
11185 Main Street
P.O. Box 600
Fairfax, VA 22030

276636

This Financing Statement covers the following types (or items) of collateral (if collateral is crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds), together with the following specifically described property: ATTACHED "EXHIBIT A".

Name and address of Assignee of Secured Party:

Name and address of record owner or lessee of real estate concerned:

RECORD FEE 11.00
#311340 0777 R03 T10:02
03/16/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

* Not Subject to Recordation Tax

Check if covered: Proceeds of collateral are also covered. Products of collateral are also covered.

Number of additional sheets presented:

Filed with: Dept. of Assessments and Taxation Anne Arundel County

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

already subject to a security interest in the state of _____ when it was brought into this state, or

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

By:

Edward D. Thomas
Signature(s) of Debtor(s)

The George Mason Bank

By:

Franklin H. G...
Signature(s) of Secured Party(ies)

(5) Debtor Copy.

11

" EXHIBIT A "
CAMERA EQUIPMENT LIST

BOOK 539 PAGE 26

This FINAL

1	BVP-7PAC2 CCD Portable Camera	# 10201	\$ 23,500.
1	A14X9BERM/B Fujinon Lens	# 2853003990	6,213.
1	RM-P3 Remote Control Unit	# 11067	1,081.
1	AC500 AC Adapter	# 27183	555.
1	DC-300 Camera Battery Adapter	# 27216	559.
1	BC-210 Battery Charger	# 18345	837.
4	BP-90 Batteries @ 343	N.A.	1,372.
1	BVV5 Betacam, SP Recorder	# 11959	10,700.
1	VA 500 Color Playback Adapter		2,565.
1	VA 5 Input Adapter	# 10965	2,100.
1	CA 3A Camera Adapter	# 21311	2,350.
1	CCZ 2 Camera Cable	N.A.	Incl.
1	CCZQ 2 Camera Cable	N.A.	"
	Assorted accessories	N.A.	
1	Sachtler Video 18 II Head		2,915.
1	" 4" Reg. Legs 5182		602.
1	" Short legs 5122		490.
1	Nalpack Tripod Case TP2R		290.
1	Kangaroo KCC-SUPTGH Camera Case		280.
1	Stereo Mixer		approx 800.
1	LTM-90A-414 Fishpole		347.
1	LTM-301-070 Shock Mount		79.
1	AT-4071 Shotgun Mike		800.
1	AKG K240M Headset		92.
2	Sony ECM-55B Lavelier Mikes @212		424.
1	" PVM 8020 Portable Color Monitor		600.
2	NP1A Monitor Batteries @ 76		152.
1	Lowell T095HD 4 Lite Kit (1690)		750.
1	Model SAC1800 Head		2915.00
1	Model SAC5182 Job Long Tripod		602.00
1	Model LTM 01414 Microphone Pole		347.00
1	Model AUDTCAT4071 Job Mic		800.00
1	Model AKCX240M Job		92.00
1	Model LOW I095HD Job with heavy duty case		750.00
2	Model Sony KEM558 Job		424.00
1	Model PVM8020 Job		600.00
2	Model XP1A Job Battery		152.00
1	Model LTM 301-070 Job 0605-510199		79.00
1	Model Nalpack TP2R Tripod Case		290.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276637

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

If transaction or transactions wholly or partially subject to 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.

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. ~~XXXXX~~ Lessee:

Name MACEY'S CORNER EXXON, INC. T/A MACEY'S EXXON SERVICE CENTER
Address 518 Ritchie Highway, Severna Park, MD 21146

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)

Various items of computer equipment as further described on the Equipment Schedule attached and made a part of the lease thereof.

Name and address of Assignee
FIRST PENNSYLVANIA BANK
1500 Market Street
Philadelphia, PA 19101

RECORD FEE 12.00
#311350 0777 003-112-03
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

Type or Print Above Name on Above Line

12
Tarig Saeed *(Signature)* President
MACEY'S CORNER EXXON, INC
T/A MACEY'S EXXON SERVICE CENTER
Type or Print Above Signature on Above Line

(Signature) Asst. Secy.
(Signature of Secured Party)

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

Equipment Schedule

NO. 539 PAGE 28

Lease Contract No. _____
Between MACEY'S CORNER EXXON, INC. T/A MACEY'S EXXON (Lessee) and
Century Equipment Leasing Corporation (Lessor) SERVICE CENTER

Various items of computer equipment
as further described below:

<u>Quantity</u>	<u>Description</u>	<u>Model</u>
1	SmartSoft Matris 10M2 A/T-64 <i>S/N: 8093640</i>	ATS
1	AT I/O with Serial & Parallel <i>S/N: 343FS20913</i>	ATIO
1	640K Memory	COMP
1	1.2MB Floppy Disk Drive	COMP
1	Boca EGA Card	BOCA-EGA
1	Magnavox EGA Monitor <i>S/N: 425354</i>	CM9043
1	MSDOS 3.3 & GWBASIC	MSDOS33
1	Parallel Printer Cable	PPC
1	Okidata Microline 320 Printer <i>S/N: 811A00567487</i>	OKI320
1	Tripp Lite Spike Protector	SK6-6
1	Repair Writer Service Order SY	RW
1	Station Master Link	MISC
1	Enhanced 101-Key Keyboard <i>S/N: 181824</i>	ENKB

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276638

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

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

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

This financing statement Dated March 3, 1989 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 2/10/89, Schedule # 01, dated 1/30/89 between Assignor as Lessor and LEASE ACCOUNT # 021098 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 3, 1989 between Assignor and Assignee:

PER ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
POSTAGE .50
#311520 0777 R03 T10:21
03/16/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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

Filed with Anne Arundel County

1750

1490

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Controller, 4-way, 2000/2500
(1) One	120CPS Whisper Printer PN412353
(1) One	Configuration Record LV. 7.3A
(1) One	Media, MCS Tape (450')
(2) Two	Laser XT to include: 10/4.77 Mhz processor, 640kb memory, 360kb diskette drive, 30mb hard disk drive, serial, parallel port, game port, 101 Enhanced Styled Keyboard, Video 7 EGA Display Adapter, Magnavox EGA Monitor #053, MS/DOS, GW-Basic with Documentation
(3) Three	Laser XT to include: 10/4.77 mhz Processor, 640kb Memory, 360kb Fujitsu Diskette Drive, 30mb Seagate Hard Disk Drive, 1 Serial, 1 Parallel, 1 Game Port, 101 Enhanced Keyboard, Video 7 EGA Display Adapter, Magnavox EGA Monitor #005, MS-DOS 3.2, GW-BASIC w/manuals
(5) Five	Fujitsu DL 3400 printer
(5) Five	Parallel Printer Cable
(1) One	Omnicon Monographics Card
(1) One	62204125 Newsroom Pro I
(1) One	16" H/D Jointer Serial #AB029112
(1) One	20" Planer 9 HP 3PH Serial #AB26241
(1) One	Makita 14" Miter Saw
(1) One	14 x 80T Saw Blade for Makita Miter Saw
(1) One	3 pole 30A. Disc
(1) One	3 pole 30A GE Breaker
(1) One	3 pole 60A GE Breaker
(375')	Three hundred seventy five feet #8 THHN
(14')	Fourteen feet 1" LT
(280')	Two hundred eighty feet #12 THHN
(1) One	Canon Facsimile 630 Machine Serial #2203318

TransFinancial Leasing Corp.

Irvington Federal Savings & Loan
Association

BY: *Frank J. Sarro, III*

BY: *William J. Ottey*

TITLE: Frank J. Sarro, III, President

TITLE: William J. Ottey, President

FINANCING STATEMENT FORM UCC.1

276639

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 12/22/88, Schedule 02, dated 12/22/88 between Assignor as Lessor and LEASE ACCOUNT # 218802 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/30/88 between Assignor and Assignee:

One (1) LaCross Trailer s/n DF6T20F8935 w/ PM 50 HOG 671 s/n 78 diesel/belt drive diesel; chip fan & mounting/belt drive; Cornell #262 s/n221 belt feed conveyor

CHECK THE LINES WHICH APPLY

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

(If 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
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
GK #311530 CY77 R03 T10:22
03/16/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(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 AACO

11.50

1488

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 12/22/88, Schedule # 01, dated 12/22/88, between Assignor as Lessor and LEASE ACCOUNT # 218802 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 12/30/88 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 AACO

1150

1489

Valleywood Industries, Inc.

01

- One (1) Roger (tm) SUPER UN-NAILER Model 52 s/n52-0024-8852
w/5hp motor and starter, pneumatic filters and gauges
- (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

- One (1) Yoder Single Head Notcher w/indexable head;
- One (1) 3P3V36 sheave; One (1) 3Q3V69 sheave; One (1) P 1 x 1 3/4 bushing;
- One (1) Q 1 x 1 5/8 bushing; three (3) belts.

- (1) Otis Fork Truck 2000 lbs (L1887889-87514)

- One (1) Industrial Air compressor 5 hp C523E80H s/n 320-0005 3 phase

- One (1) Fruehauf trailer #MAR395963 #67UC0539

- One (1) Gindy trailer #93350E #71UC0541

- One (1) Trail trailer #K36045 #76UC0546

- One (1) 16' DeWalt state saw used s/n 28628

- (1) 15' conveyor belt type
- (1) 30' CONVEYOR CHAIN TYPE

- (1) Devilbiss 5hp compressor 60 gals B9014

- Charles A. Wilson & co. Inc. Hatachi
- 13 boxes pallet nails
- 49 boxes pallet staples

- 300' (approximate) air hose w/fittings
- (1) Steel pallet assembly table
- (2) Steel pallet repair table
- (3) Pallet hand jacks

TransFinancial Leasing Corp.

BY: Frank J. Sano

TITLE: President

Irvington Federal Savings & Loan

BY: Samuel J. [Signature]

TITLE: Phar

fjs.13.valsbeq1.dis

276641

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)
MICHAEL P. BEVERLY
LAURA L BEVERLY
104 MISSION ST
PASADENA,MD, 21122

2. Secured Party(ies) and address(es)
ENVIRONMENTAL WATER CONTROL INC
511 C EASTERN BLVD
ESSEX,MD, 21221

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

RECORD FEE 12.00
#311550 0777 R03 T10:22
03/16/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
(SECURED PARTY IS SELLER)
INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL #1054
(COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 104 MISSION
ST PASADENA,MD 21122)

5. Assignee(s) of Secured Party and Address(es)
SECURITY PACIFIC FIN. SERV
901 DULANEY VALLEY RD
SUITE 126
TOWSON,MD, 21204

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: A.A. COUNTY

Laura L Beverly

LAURA L BEVERLY
By: *Michael P Beverly*

MICHAEL P BEVERLY (s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL INC

By: *Joseph B Antonelli*

JOSEPH B ANTONELLI (s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(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)

RAYMOND L KINSTLER
HOLLY A KINSTLER
262 ARMSTRONG LANE
PASADENA, MD, 21122

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

ENVIRONMENTAL WATER CONTROL
511 C EASTERN BLVD
ESSEX, MD, 21221

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

RECORD FEE 12.00
#311560 0777 R03 T10:22
03/16/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
(SECURED PARTY IS SELLER) MODEL # 1054
INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM (COND.
SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 262 ARMSTRONG LANE
PASADENA, MD, 21122)

5. Assignee(s) of Secured Party and Address(es)
SECURITY PACIFIC FIN SERV
901 DULANEY VALLEY RD
SUITE 126
TOWSON, MD, 21204

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: AA COUNTY

Raymond L. Kinstler
RAYMOND L KINSTLER
By: *Holly A. Kinstler*
HOLLY A KINSTLER (s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL
By: *Joseph B. Antonelli*
JOSEPH B ANTONELLI (s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

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. 261957

RECORDED IN LIBER 498 FOLIO 257 ON May 22, 1986 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
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: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #311570 C777 R03 110:23 03/16/89 CK H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	

Dated March 1, 1989

Susan L. Thompson
(Signature of Secured Party)
Susan L. Thompson - Senior Vice President
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1550

90-1181

ITC-01
T/A

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

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

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

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

1. DEBTOR

Name Boutilier Moving & Storage, Inc.
Address 5201 Raynor Avenue, Linthicum Heights, Maryland 21090

2. SECURED PARTY

Name Mercantile-Safe Deposit and Trust Company
Address 2 Hopkins Plaza, P.O. Box 1451, Baltimore, Maryland 21203
Attn: Gayle K. Gibson, Asst. Vice President
Person And Address To Whom Statement Is To Be Returned 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"

RECORD FEE 11.00
Name and address of Assignee H. ERLE SCHAFFER
AA CO. CIRCUIT COURT
POSTAGE .50
#311750 CYY7 ROB T10:48
03/16/99
H. ERLE SCHAFFER
CK AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Boutilier Moving & Storage, Inc.
Warren F. Boutilier, Pres.
(Signature of Debtor)

Warren F. Boutilier, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mercantile-Safe Deposit and Trust Company

John L. Kellermann, III, V.P.
(Signature of Secured Party)

(Signature of Secured Party)

John L. Kellermann, III, Vice President
Type or Print Above Signature on Above Line

11.50

SCHEDULE "A"

All of Boutilier Moving & Storage, Inc.'s now owned or hereafter acquired, or hereafter coming into existence, accounts, contract rights, chattel paper, instruments, documents, inventory, merchandise, goods, general intangibles, books and records, licenses, operating rights, franchises, certificates, permits, leases, registrations, tax refunds, equipment, vehicles, tractors, trailers, vans, cars, trucks, batteries, tires, onboard equipment, repair or other parts, machinery, implements, tools, furniture, fixtures, leasehold improvements, supplies, packing materials, packing supplies, storage lots and contractor receivables, together with all now owned or hereafter acquired or coming into existence accessories, attachments, additions, substitutions and replacements for or leases of any of the foregoing, and all cash and non-cash proceeds (including but not limited to insurance proceeds) and products of all of the foregoing, and including, but not limited to, 1980 International Straight Van (serial no. AA185KHA22604), 1981 GMC Tractor (serial no. 1GDP9L1J5B4576374), 1979 Fruehauf 45-foot Drop Frame Trailer (serial no. WAZ121304), 1979 Fruehauf 45-foot Drop Frame Trailer (serial no. WAZ121302), 1979 Fruehauf 45-foot Drop Frame Trailer (serial no. WAZ121303), 1979 Fruehauf 45-foot Drop Frame Trailer (serial no. WAZ121305), 1979 Fruehauf 45-foot Drop Frame Trailer (serial no. WAZ121308), and one flat bed trailer and all now owned or hereafter acquired accessories, attachments, additions, substitutions and replacements therefor and all leases thereof and all cash and non-cash proceeds (including but not limited to insurance proceeds) thereof.

276641

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) BUZARD RICHARD P. PURKS DAWN D. DEL RAY MHP ODENTON MD 21113		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 1982 LIBERTY -0- 14 X 70 SERIAL # OBL-19802 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) ERLE SCHAEFER GREEN TREE ACCEPTANCE INC. 2200 OPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		
8 Describe Real Estate Here		9 Name of a Record Owner		4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 #311770 C777 R03 T10:49 CK 03/16/89
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 Richard P. Buzard Dawn Purks Signature(s) of Debtor(s)
By Gar Vance - Agent 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 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) and 2. SECURED PARTY. Includes details for C & L Creative Designs Inc. and THE PARADIES DISTRIBUTING CO.

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; 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.

RECORD FEE 11.00
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
#311810 C777 R03 T10:57
03/16/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR: C & L Creative Designs Inc.

SECURED PARTY: THE PARADIES DISTRIBUTING CO.

By: Lou Colletti, Pres. (SEAL)

By: John J. Mulkey, Vice President/Treasurer (SEAL)

By: (SEAL)

(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

11.00

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.

Debtor or Assignor Form

ANNE ARUNDEL CO MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 14000.00 (98.00).
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Carpet Corral Inc.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>8009 A Jumpers Hole Rd.</u>	Attn: _____
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>Pasadena, Md. 21122</u>	_____
<small>(Address)</small>	<small>(Address)</small>

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

One (1) 1988 Toyota Forklift Model #42-3FGC15 with carpet pole
Serial # 16756

RECORD FEE 11.00
RECORD TAX 98.00
GK POSTAGE .50
#311820 0777 R03 T10:59
03/16/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Record Owner, if different from the Debtor: _____

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

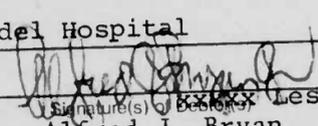
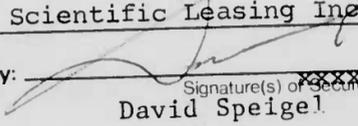
<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Carpet Corral Inc.</u> (Seal)	_____ (Seal)
by: <u><i>David F. Harris</i></u> (Seal)	_____ (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
<u>David F. Harris, Pres.</u>	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

11-98 SW

276647

539 PAGE 43

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) XXXXXX Lessee North Arundel Hospital 301 Hospital Dr. Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) XXXXXX Lessor Scientific Leasing Inc. 292 Colt Highway Farmington, CT 06032	For Filing Officer (Date, Time, Number, and Filing Office) <div style="text-align: right;"> CK RECORD FEE 11.00 POSTAGE .50 #311840 0777 R03 711:01 03/16/89 </div> 5. Assignee(s) of Secured Party Address(es) CH CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Lease 4263, schedule 01 dated August 29, 1988 and all rentals, purchase option payments and other sums payable thereunder. Equipment: Vitek System (details attached), located at above address. Filed with: Clerk of the Circuit Court of Anne Arundel UCC Div. Annapolis, MD 21401 Not subject to recordation tax.		
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input 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 type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with:
North Arundel Hospital By: <input checked="" type="checkbox"/>  Signature(s) of Debtor(s) Lessee Alfred J. Bryan, JR.	Scientific Leasing Inc. By:  Signature(s) of Secured Party(ies) Lessor David Speigel	

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1

ATTACHMENT A

Vitek Systems, Inc., Model 60 Automicrobic System including:

- Manual Diluent Dispenser
- 10 card Filling Module/Sealer Unit, S/N FSMB 1136
- Reader/Incubator Module, S/N RMA-2160
- Computer Control Module with expanded capabilities, S/N C12B-1319
- Data Terminal, S/N DTA-3455
- Multi-Copy Printer, S/N PMC-3594
- (3) 30-Place Reader/Incubator Trays
- (2) 10-Place Filling Racks with capacity for 60 cards.

1. THE PARTIES EXECUTING THIS STATEMENT AGREE THAT THE TRANSACTION COVERED IS A TRUE LEASE; THE FILING DOES NOT CONTRADICT THIS. 2. THIS FILING SHALL COVER ALL REPLACEMENTS OF, MODIFICATIONS OF, ADDITIONS TO AND ACCRETIONS TO THE LEASED EQUIPMENT. 3. THIS FILING SHALL COVER ALL PROCEEDS OF THE LEASED EQUIPMENT, INCLUDING WITHOUT LIMITATION INSURANCE PROCEEDS.

276648

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor (Last Name First) and address(es) XXXXXX Lessee North Arundel Hospital 301 Hospital Dr. Glen Burnie, MD 21061	2. Secured Party (ies) and address(es) Lessor XXXXXXXXXX Scientific Leasing Inc. 292 Colt Highway Farmington, CT 06032	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 3K 11.00 POSTAGE .50 #311850 0777 R03 111:02 07/16/89 5. Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Lease 4264, Schedule 01 dated August 29, 1988 and all rentals, purchase option payments and other sums payable thereunder. Equipment: Uretero-Renoscope (details attached), located at above address. Filed with: Clerk of the Circuit Court of Anne Arundel UCC Div. Annapolis, MD 21401 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:

North Arundel Hospital _____ Scientific Leasing Inc. _____
 By: *[Signature]* _____ By: *[Signature]* _____
 (Signatures) of Debtor(s) Lessee (Signatures) of Secured Party(ies) Lessor
 Alfred J. Bryan Jr. David Speigel
 (1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-1.** 11-50

ATTACHMENT A

<u>Quantity</u>	<u>Description</u>
1	<u>Uretero-Renoscope consisting of the following:</u>
1	D 8950.03 Operating Sheath w/Obturator 11.
1	D 8950.31 Lumina SL Telescope 2.7MM
1	D 8950.35 Lumina SL Telescope 2.7MM
2	D 828.051 Flexible Grasping Forcep 5FR.
1	D 829.051 Flexible Biopsy Forceps 5FR.
1	D 8137.04 Dormia Snare 4 FR.
1	D 8950.90 Flexible Bougie 10FR
1	D 8950.92 Flexible Bougies 12 FR.
1	D 8950.95 Flexible Bougies 15 FR
1	D 8380.40 Coagulating Electrode
1	D 815.91 Connecting Cable
1	D 2166.20 Sonotrode for Uretero-Renoscope
1	D 2166.006 Ultrasonic Generator/Footswitch
1	D 8950.70 Adapter Sonotrode to Sheath
1	A 8067.30 Fiber Light Transmitting Cable

1. THE PARTIES EXECUTING THIS STATEMENT AGREE THAT THE TRANSACTION COVERED IS A TRUE LEASE; THE FILING DOES NOT CONTRADICT THIS. 2. THIS FILING SHALL COVER ALL REPLACEMENTS OF, MODIFICATIONS OF, ADDITIONS TO AND ACCRETIONS TO THE LEASED EQUIPMENT. 3. THIS FILING SHALL COVER ALL PROCEEDS OF THE LEASED EQUIPMENT, INCLUDING WITHOUT LIMITATION INSURANCE PROCEEDS.

276649

TO BE RECORDED IN:

Financing Statement Records of Anne Arundel County

() SUBJECT TO: (X) NOT SUBJECT TO:

Recording Tax on Principal Amount of \$ N/A

FINANCING STATEMENT

- 1. Debtor: Family Frames, Inc. T/A Fastframe of Severna Park
Park Plaza Shopping Center,
552-G Ritchie Highway
Severna Park, Maryland 21146
- 2. Secured Party: Maryland Small Business Development Financing Authority
Redwood Tower, Suite 2240
217 East Redwood Street
Baltimore, Maryland 21202

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

3.1. All Debtor's inventory presently owned, acquired contemporaneously with or acquired at any future time, and all replacements, additions, and accessions thereto, belonging to or used in connection with or otherwise appertaining to Debtor's business.

RECORD FEE 12.00
POSTAGE .50
#311860 0777 R03 111:03

3.2 All rents, proceeds (cash and non-cash, including insurance proceeds and tort claims), products, profits, substitutions, renewals and replacements of all of the foregoing collateral.

03/16/89
SERLE SCHAFER
CIRCUIT COURT

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

DEBTOR:

Family Frames, Inc. t/a Fastframe of Severna Park

By: Barbara L. Baumgartner, President
Barbara L. Baumgartner, President

1230

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

Name and Address: Stanley W. Tucker, Executive Director
Maryland Small Business Development
Financing Authority
Redwood Tower, Suite 2240
217 East Redwood Street
Baltimore, Maryland 21202

D11-26

276650

539 PAGE 49

**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>C & L Creative Designs Inc. 2563 Forest Drive Annapolis, Maryland 21401</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 **CK** 11.00
POSTAGE .50
#311890 0777 R03 111:07
03/16/89
FILE SHAFER
AA CO. CIRCUIT COURT

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:

C & L Creative Designs Inc.

THE ZAMOISKI CO.

(Type Name)
By: *Lou Coletti* (SEAL)
By: Lou Coletti, Pres. (SEAL)

By: *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

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.

276651

TO BE

RECORDED IN
Chattel Records

SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

NOT TO BE

ANNE ARUNDEL
COUNTY

NOT SUBJECT TO

\$ _____

FINANCING STATEMENT

1. Debtor(s);
(Borrower)

BELLO MACHRE, INC.
Name or Names - Print or Type

P. O. Box 969, Glen Burnie, Maryland 21061
Address - Street No., City-County State Zip Code

Name or Names - Print or Type

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

2. Secured Party:

COMMUNITY DEVELOPMENT ADMINISTRATION
Name or Names - Print or Type

45 CALVERT STREET, ANNAPOLIS, MD 21403
Address - Street No., City-County State Zip Code

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

Exhibit B

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

Exhibit A

5. If collateral is crops, describe real estate.

RECORD FEE 17.00
POSTAGE .50
#403240 C237 R02 T11:28
03/16/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

6. Proceeds of collateral are _____ are not covered.

7. Products of collateral are _____ are not covered.

DEBTOR(S): BELLO MACHRE, INC.
(Borrower)

SECURED PARTY:

Robert T. Ireland
(Signature of Debtor)
Executive Director

Robert T. Ireland
Type or Print

(Signature of Debtor)

Type or Print

COMMUNITY DEVELOPMENT ADMIN
(Company, if applicable)

Eileen R. Hagan
(Signature of Secured Party)

EILEEN R. HAGAN, HSG. REHAB OFF
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 SPECIAL LOAN PROGRAMS, CDA 45 Calvert Street
Annapolis, MD 21403

17⁰⁰
50

BEGINNING for the same at an iron pipe found at the end of the South 24 degrees 30 minutes West, 150.02 feet line of the conveyance from Paul C. Logue and Mary H. Logue, his wife, to Paul Collins Logue and Caroline Virginia Logue, his wife, by deed dated September 19, 1955, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.T.C. 965, page 503;

THENCE running from the place of beginning so fixed and with said line, reversely, North 24 degrees 30 minutes East, 150.02 feet to an iron pipe found at the beginning of said line;

THENCE running with part of the South 23 degrees 56 minutes West 254.5 feet line of the conveyance from Richard M. Wilson and Dorothy Owens Wilson, his wife, to Paul C. Logue, Jr. and Caroline V. Logue, his wife, by Deed dated May 17, 1966, recorded among the Land Records in Liber L.N.P. 1973, page 472, reversely, and with bearings corrected for magnetic differences, North 24 degrees 30 minutes East, 247.50 feet to an iron pipe found on the South side of Millersville Road;

THENCE with the same South 65 degrees 30 minutes East, 92.92 feet to a point of curve;

THENCE with a curve to the right having a radius of 156.87 feet for an arc length of 177.96 feet to a point of tangency located on the West side of Waterbury Road;

THENCE with the same South 00 degrees 30 minutes 10 seconds East, 243.14 feet to an iron pipe set;

THENCE leaving said Waterbury Road and running through the conveyance from Ira J. Wagonheim, Trustee, to Paul C. Logue and Mary H. Logue, his wife, by deed dated May 20, 1968 and recorded among the Land Records in Liber 2171, page 320, North 79 degrees 52 minutes 36 seconds West 348.79 feet to the place of beginning;

CONTAINING 2.22 acres, more or less, and as surveyed by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors in November, 1978.

EXHIBIT B

Personal property covered by this financing statement includes:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land, and all fixtures and articles of personal property which are, or which may hereafter be, attached to and used with the Land (except such personal property belonging to any tenants);

(b) all the rights, roads, alleys, ways, waters, privileges, easements, profits, and appurtenances thereunto belonging or in any way appertaining, and including any right, title, interest, and estate hereafter acquired by the Borrower in the Land;

(c) all building materials and other chattels on the Land now owned or hereafter acquired by the Borrower and incorporated or intended to be incorporated in the buildings and improvements on the Land and all fixtures, equipment, accessories, and furniture which are attached to or affixed to the buildings and improvements including, but not limited to kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings, all of which fixtures, accessories and equipment now or hereafter placed upon the Land are hereby declared by the Borrower to be fixtures and permanent additions to the Land and intended to be included as part of the Land hereby conveyed, except in all cases personal property owned by any tenants;

(d) any award made in the nature of compensation for condemnation or appropriation for any of the foregoing property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property;

(e) all amounts payable to or recoverable by the Borrower under the terms of any contract for the rehabilitation of the Project or any surety bond issued on account of rehabilitation;

(f) all rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project;

(g) all proceeds of casualty insurance on the Project or any part thereof;

(h) any real estate tax rebates or refunds which Borrower is entitled to receive;

(i) any amounts in the Project's accounts or funds described in this Deed of Trust;

(j) all funds provided to the Project including payments in the nature of rent subsidies or for operations pursuant to any contracts or agreements from local, state, federal or private agencies or entities or charitable organizations;

(k) all leases, rents, revenues or other monies of whatever nature that Borrower may receive or be entitled to receive, including those now due, past due, or to become due (the "Rents") as a result of any lease or other occupancy agreement and all renewals and guarantees thereof (the "Leases"); and

(l) all amounts which Borrower has agreed to pay CDA pursuant to the Equity Participation Agreement.

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Donald L. Davis, Jr. T/A Zak's Auto Body

Name or Names - Print or Type

1. LESSEE(S)

1324 Broadview Boulevard, Glen Burnie, MD 21061

Address - Street No. City - County State Zip

2. LESSOR

L-J Leasing Company

2325 Walker Avenue, Suite 203, P.O. Box 21472
Baltimore, Maryland 21208-0472

Baltimore

Maryland 21208

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

- 1 94051 Blackhawk Damage dozer w/accessories #77012 HB
- 1 97270 Blackhawk mulit Pull Hook
- 1 93075 Blackhawk Anchor Pots

RECORD FEE 12.00
#311900 0777 R03 111:29
03/16/89

Assigned: Sovran Bank
31 Light St.
Balto., MD 21202

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S)

LESSOR: L-J Leasing Company

By:

By:

Signature of Lessee

Signature of Lessor

Donald L. Davis, Jr. Owner

Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company

2325 Walker Avenue, Suite 203, P.O. Box 21472
Baltimore, Maryland 21208-0472

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Unitas & Associates, Inc.

1. LESSEE(S) Name or Names - Print or Type
P.O. Box 8781, BWI Airport, MD 21240
Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company
23-25 Walker Avenue, Suite 203, P.O. Box 21472 Baltimore Maryland 21208
Baltimore, Maryland 21208-0472

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

1-Sharp FO 550 Facsimile Ser#8010670X

Assigned: Sovran Bank
31 Light St.
Balto., MD 21202

RECORD FEE CK 11.00
POSTAGE .50
#311910 0777 R03 111:29
03/16/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) :

By: Sharon W. Stratton
Signature of Lessee
Sharon W. Stratton

Type or Print

Signature of Lessee

Type or Print

LESSOR: L-J Leasing Company

By: Louise E. Neutze
Signature of Lessor

Louise E. Neutze, Mgr.

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company

23-25 Walker Avenue, Suite 203, P.O. Box 21472
Baltimore, Maryland 21208-0472

539 MADE 57

STATE OF MARYLAND

To Be Filed in the UCC Files of Anne Arundel County, Md.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276654

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0.00

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 Builders Leasing Company
Address Suite 1703, 10401 Grosvenor Place, Rockville, MD. 20852

2. SECURED PARTY

Name Mellon Bank (MD)
Address 1901 Research Boulevard, Rockville, MD. 20850

Attn: Dina Lynn Alfin
Person And Address To Whom Statement Is To Be Returned 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 Attachments

Name and address of Assignee

RECORD FEE 13.00
POSTAGE .50
#311920 0777 R03 T11:30
03/16/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Builders Leasing Company
By: Bresler & Reiner, Inc.

1350

(Signature of Debtor)
Philip Friedman, Treasurer
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mellon Bank (MD)
Peter D. Heller
(Signature of Secured Party)

Peter D. Heller Assistant Vice President
Type or Print Above Signature on Above Line

ATTACHMENT TO FORM UCC-1

The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under that certain Equipment Schedule No. 07, dated March 11, 1986, executed pursuant to that certain Master Equipment Lease dated as of July 24, 1985, including all existing and future subleases, amendments, riders, schedules and supplements thereto (collectively, the "Lease"), between the Debtor, as lessor, and The North Arundel Hospital Association, Inc., as lessee, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals and replacements of, and improvements and accessions to any and all of said Equipment, and in each case whether now owned or hereafter acquired;

2. All right, title and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent, insurance proceeds, indemnity (but specifically excluding any tax indemnity pursuant to Rider No. 1, the Tax Indemnification Leverage, executed pursuant to and attached to the Lease) or other payments of any kind for or with respect to any item of Equipment, and other sums due and to become due thereunder (including, without limitation, casualty values), including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment;
3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, arising from, or in connection with the foregoing.

Acuson 128 Computed Sonography System, with

- 128 Channel Hybrid Computer
- Dynamic Computed Lens System
- Image Display and Analysis Computer
- Imaging Functions
- L558 Small Parts Linear Transducer
- S328 General Purpose Sector Transducer

Multi Image Camera, Matrix 1010

S228, Hard Body Sector transducer
Doppler Option Sector

(2) Corning ABG Analyzers, Model 178

The equipment and other personal
schedules attached hereto
Equipment leased hereunder
07, dated March 1977
certified by me

276655

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. \$ 40,502

If this statement is to be 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 Polaroid Corporation

Address 549 Technology Square, Cambridge, MA 02139

2. SECURED PARTY

Name Morgan Bank (Delaware), as Security Agent

Address 902 Market Street, Wilmington, DE 19899

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

3. Maturity date of obligation (if any) _____

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

See Schedule A attached hereto.

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00
POSTAGE .50
#311930 0777 R03 T11:31
03/16/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ralph M. Norwood J.P.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Robert J. Hendrey
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.50

SCHEDULE A

Description of Collateral:

All accounts, contract rights arising from the sale, lease or exchange of goods or other property, general intangibles (other than patents, trademarks, copyrights or tradenames), inventory and documents relating to inventory, in each case, now owned or hereafter acquired, wherever located, and all proceeds thereof.

276656

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)

Lucas, Steven M.
1696 Dunstable Green
Annapolis, MD 21401

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

The Riggs National Bank
of Washington, D.C.
1120 Vermont Avenue, NW
Washington, DC 20005

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

RECORD FEE 11.00
POSTAGE .50
#312060 0777 R03 T11:37
03/16/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

1979 10.7 Columbia, No. 609721, Hull # 9175

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)

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

Steven M. Lucas

RIGGS NATIONAL BANK OF WASHINGTON

By: _____

Signature(s) of Debtor(s)

By: _____

Beth A. Kariberg, Asst. Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1

18.50

10.52

Anne Arundel Co.

539 PAGE 63

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273879

RECORDED IN LIBER 530 FOLIO 34 ON 7/21/88 (DATE)

1. DEBTOR

Name Woodstove Johnnys of Severna Park, Inc.

Address 407 Ritchie Highway Severna Park, Md. 21146

2. SECURED PARTY

Name Borg Warner Acceptance Corporation

Address PO Box 2857 6370 Magnolia Avenue Suite 310
Riverside, Ca. 92516

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 forgoing 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 XXXX</u> (Indicate whether amendment, termination, etc.)</p>

Please terminate above filing

RECORD FEE 10.00
POSTAGE .50
#403340 C237 R02 T11:52
03/15/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

OK

10 00 30

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

Dated _____

Paul Wohkittel
(Signature of Secured Party)

Paul Wohkittel, Branch Manager

SIGNATURE OF DEBTOR

Type or Print Above Name of Debtor

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 32.50 3300.00

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

<u>Name of Debtor</u>	<u>Address</u>
David M. Miles, A I A, Architect David M. Miles	1019 Hyde Park Drive Annapolis, Md. 21403

SECURED PARTY

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

Attach separate list if necessary

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

Visions systems Lazer XT; 20 Meg hard drive, 101 Keyboard
Multi sync 2 Monitor NEC, (and all associated equipment *)
Serial # 89L06741K, NEC-SN Monitor
CPU-SN Computer Serial #890410972
HPLJ-SN Printer Serial #571290
(*all associated equipment purchased at Computations on

RECORD FEE 12.00
H. ERLE SCHAFER
CIRCUIT COURT
RECORD TAX 24.50
POSTAGE 2/22/89) .50

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

NO 11910 0345 R01 T12:17
03/16/89
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)
David M. Miles, A I A, Architect
David M. Miles

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

1019 Hyde Park Drive
Annapolis, Md. 21403

BY Sue Barry

Type or print names under signature

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

12 2450 50

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

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 252997 recorded in Liber 475 Folio 483 on 8/1/84 at A.A. County Court House

1. DEBTOR(S): Severn Companies, Inc.
 ADDRESS(ES): PO Box 4817
Annapolis, Maryland 21403

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: T. Trainor
 ADDRESS: MAILSTOP: 500501; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above): _____

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

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
 POSTAGE .50
 #512400 C3-5 R01 T15#10
 03/16/89
 H. ERLE SCHAFER
 CLERK OF CIRCUIT COURT
 CK

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

BY: _____ (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank
 BY Jackie Quinn-Bennett (SEAL)
Jackie Quinn-Bennett, Br. Officer
 (Type Name and Title)

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

207-126 REV 4-86

10
52

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

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 252238 recorded in Liber 473, Folio 569 on 6/7/84 at A.A. County Court House

1. DEBTOR(S): Severn Companies, Inc.
 ADDRESS(ES): 410 Severn Avenue Suite 404
Annapolis, Maryland 21403

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: T. Trainor
 ADDRESS: MAILSTOP: 500501; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above): _____

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

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
POSTAGE .50
#512410 C3-5 R01 T15#10
03/16/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
CK

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

BY: _____ (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank
BY Jackie Quinn-Bennett (SEAL)

Jackie Quinn-Bennett, Br. Officer
(Type Name and Title)

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

207-126 REV 4/86

10
2

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County, Maryland And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$133,500.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland Upon The Filing Of A Purchase Money Deed Of Trust.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTOR: CHARLES SEREBOFF
LOIS SEREBOFF
838 Ritchie Highway
Suite 5
Severna Park, Maryland 21146

2. SECURED PARTY: SIGNET BANK/MARYLAND
7 St. Paul Street
Baltimore, Maryland 21202
Attention: Phillip C. Broughton
Assistant Vice President
Commercial Real Estate
Department

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication

JA SO

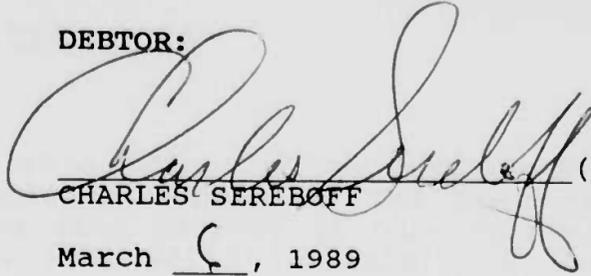
CK
RECORDED
22.00
INDEXED
.50
03/15/89
03/16/89
L. L. SCHAFFER
CLERK, CIRCUIT COURT

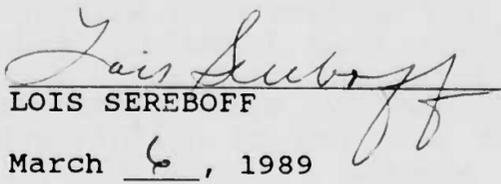
systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- 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 Purchase Money Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, 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 Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page (5).
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:

 (SEAL)
CHARLES SEREBOFF
March 6, 1989

 (SEAL)
LOIS SEREBOFF
March 6, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Beth A. Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (BRL) 8062

EXHIBIT "A"

BEGINNING FOR THE SAME at a point on the Southwesterly side of Kennedy Drive, fifty feet wide, as shown on the plat of Westridge Section 2A, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, page 76, as Plat No. 1651, said point being at the end of the second line of the Second Lot described in a partial release of mortgage from Alma L. Bourke to Westridge Inc., dated March 23, 1961, and recorded among the aforesaid Land Records in Liber G.T.C. No. 1465, folio 157, thence binding on the third line of said conveyance and the said southwesterly side of Kennedy Drive and referring the courses of this description to the Anne Arundel County Sanitary Commission Grid Meridian, (1) South 79 degrees 09 minutes 50 seconds East 4.93 feet to the northwest corner of Lot No. 1, Block D, as shown on said plat of Westridge Section 2A, thence leaving the said southwesterly side of Kennedy Drive and binding on the westerly line of said Lot No. 1, Block D, and binding on the fourth line of the above mentioned conveyance, (2) South 06 degrees 09 minutes 20 seconds West 98.40 feet to intersect the northerly Right of Way line of the proposed Arundel Expressway as shown on State Roads Commission of Maryland Plat No. 24309, thence binding thereon the two following courses and distances and binding on the fifth line of the above mentioned conveyance, (3) North 60 degrees 51 minutes 55 seconds West 98.92 feet to a point of curvature, thence binding on a curve to the right and binding on a part of the sixth line of the above mentioned conveyance, (4) having a radius of 1997.07 feet, a length of arc of 75.00 feet, and being subtended by a chord having a bearing of North 59 degrees 47 minutes 22 seconds West and a distance of 74.99 feet, thence leaving said lines and running a new line of division, (5) North 23 degrees 35 minutes 20 seconds East 59.09 feet to intersect the second line of the above mentioned conveyance and the southwesterly side of Kennedy Drive (formerly known as Stauffer Road and shown on the plat of Westridge Section 1-A, recorded among the aforesaid Land Records in Plat Book No. 31, page 3, as Plat No. 1579) thence binding on said lines by a curve to the left, (6) having a radius of 628.11 feet, a length of arc of 139.77 feet and being subtended by a chord having a bearing of South 72 degrees 47 minutes 15 seconds East and a distance of 139.52 feet to the point of beginning. Containing 0.2703 acres of land, more or less.

BEING the same lot of ground which by Deed dated November 14, 1988 and recorded among the Land Records of Anne Arundel County in Liber No. 4749, Folio 236 was granted and conveyed by Anna V. Di Julio to Lisa D. Bertani, Trustee under a Revocable Trust Agreement with Anna V. Di Julio dated November 27, 1985.

STATEMENT OF ASSIGNMENT OF FINANCING STATEMENT

TO BE RECORDED:

AMONG THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND

MARYLAND DEPARTMENT OF ASSESSMENTS
AND TAXATION

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statements, filed among the following records:

Anne Arundel County, Maryland, Financing Statement Records, Book 494, Page 22.

Maryland Department of Assessments and Taxation, Liber 2781, Folio 1822.

Anne Arundel County, Maryland, Financing Statement Records, Book 510, Page 37.

Maryland Department of Assessments and Taxation, Liber 2900, Folio 2033.

Anne Arundel County, Maryland, Financing Statement Records, Book 520, Page 347.

Maryland Department of Assessments and Taxation, Liber 2973, Folio 1665.

1. NAME AND ADDRESS OF DEBTOR:

Bay Manor Nursing Home, Inc.
c/o Future Care Health and Management Corporation
7779 New York Lane
Glen Burnie, Maryland 21060
Attention: Gary L. Attman

2. NAME AND ADDRESS OF SECURED PARTY:

Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21201-2791
Attention: Kathleen B. Shields
Health Care Banking

RECORD FEE 12.00
POSTAGE .50

CK

#312380 0777 R03 T15:44

03/16/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Handwritten initials and a dash:
- 1 -

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

BOOK 539 PAGE 73

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Attention: Healthcare Banking Group
Kathleen B. Shields, Vice President

4. The Secured Party of record has assigned to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.

SECURED PARTY:

EQUITABLE BANK, NATIONAL
ASSOCIATION

By: Catherine D. Hillbush (SEAL)
Name: Catherine D. Hillbush
Title: Vice President

RETURN TO:

Patrick K. Arey, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202

MN407901.ASF

DESCRIPTION OF LAND

ALL that tract or parcel of land located Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point, said point being at the beginning of the first line of that parcel of land described in the conveyance from Gertrude Crist et al to Bay Manor Real Estate Limited Partnership by Confirmatory Deed dated July 9, 1987, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, at page 259; thence leaving the point of beginning and running along the outlines of the abovementioned conveyance South 59 degrees 14 minutes 46 seconds East 1,008.92 feet; thence North 30 degrees 45 minutes 14 seconds East 325.00 feet; and North 71 degrees 00 minutes 19 seconds East 165.08 feet to a point on the southwesternmost side of Relocated Jones Station Road (College Parkway) as shown on Anne Arundel County right-of-way plat 14543-X; thence continuing along the outline of the above mentioned conveyance and binding along the said southwesterly side of Jones Station Road, (College Parkway), North 52 degrees 04 minutes 05 seconds West 24.64 feet; thence North 63 degrees 22 minutes 41 seconds West 50.99 feet; thence North 80 degrees 08 minutes 26 seconds West 85.00 feet, and North 52 degrees 04 minutes 05 seconds West 17.81 feet to a point, said point being at the end of the fourth line of that parcel of land first described in the conveyance from College Parkway Baptist Church et al to Bay Manor Real Estate Limited Partnership by deed dated August 24, 1987 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 4444, folio 202; thence leaving the outlines of the first abovementioned conveyance and continuing along the said southwesterly side of Relocated Jones Station Road (College Parkway), and running reversely along the outline of the first parcel of the second abovementioned conveyance North 52 degrees 04 minutes 05 seconds West 32.19 feet; thence North 37 degrees 55 minutes 55 seconds East 50.00 feet; thence North 52 degrees 04 minutes 05 seconds West 315.97 feet; thence leaving the said southwesterly side of Relocated Jones Station Road, (College Parkway), and continuing along the outline of the first parcel of the second abovementioned conveyance South 37 degrees 55 minutes 55 seconds West 31.58 feet to a point; said point being at the end of the third line of that parcel of land second described in the second abovementioned conveyance; thence leaving the outline of the said parcel of land first described in the second abovementioned conveyance and running reversely along the outline of that parcel of land second described in the second abovementioned conveyance, North 73 degrees 13 minutes 55 seconds West 120.00 feet and North 87 degrees 15 minutes 25 seconds West 206.32 feet to a point; said point being at the end of the tenth line of that parcel of land described in the first abovementioned conveyance; thence leaving the said second parcel of the second abovementioned conveyance and running along the outline of the first abovementioned conveyance, North 52 degrees 03 minutes 11 seconds West 278.71 feet; thence South 88 degrees 00 minutes 11 seconds West 264.70 feet; thence South 83 degrees 00 minutes 11 seconds West 27.30 feet; and South 12 degrees 34 minutes 08 seconds East 319.66 feet to the point of beginning. CONTAINING 11.163 acres of land, more or less.

SAVING AND EXCEPTING all that land conveyed by Deed dated October 26, 1988 and recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4771 folio 233, from Bay Manor Real Estate Limited Partnership to Richard W. Leitholf and Elizabeth N. Leitholf, his wife, containing 0.058 acres, more or less, and more particularly described in the aforesaid Deed.

TOGETHER WITH a twenty (20) foot sewer easement more particularly described in a Grant of Easement and Agreement dated October 17, 1988 and recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4771 folio 236 between Richard W. Leitholf and Elizabeth N. Leitholf, his wife and Bay Manor Real Estate Limited Partnership and Loyola Federal Savings and Loan Association and Kenneth R. Gift and Raymond A. Brookhart.

BEING part of that parcel of land described in a Confirmatory Deed dated July 9, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, folio 258 conveyed by Gertrude Crist, et al unto Bay Manor Real Estate Limited Partnership and also being those two parcels of land described in a Deed dated August 24, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4444 folio 202 conveyed by College Parkway Baptist Church et al unto Bay Manor Real Estate Limited Partnership.

BEING also all that property, containing 486,260.3 square feet, as set forth on Plat entitled, "Administrative Plat of Property of Bay Manor Real Estate Limited Partnership", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 114, Page 10.

STATEMENT OF ASSIGNMENT OF FINANCING STATEMENT

TO BE RECORDED:

- AMONG THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND
- AMONG THE LAND RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND
- MARYLAND DEPARTMENT OF ASSESSMENTS
AND TAXATION

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statements, filed among the following records:

Anne Arundel County, Maryland, Financing Statement Records, Book 520, Page 343.

Anne Arundel County, Maryland, Land Records, Book 4506, Page 528.

Maryland Department of Assessments and Taxation, Liber 2973, Folio 1659.

1. NAME AND ADDRESS OF DEBTOR:

Bay Manor Real Estate Limited Partnership
c/o Future Care Health and Management Corporation
7779 New York Lane
Glen Burnie, Maryland 21060
Attention: Gary L. Attman

2. NAME AND ADDRESS OF SECURED PARTY:

Equitable Bank, National Association
100 South Charles Street
Baltimore, Maryland 21201-2791
Attention: Kathleen B. Shields
Health Care Banking

CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
RECORD FEE 16.00
POSTAGE .50
#312390 0777 R03 T15:44
03/16/89

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Attention: Healthcare Banking Group
Kathleen B. Shields, Vice President

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1050

4. The Secured Party of record has assigned to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.

SECURED PARTY:

EQUITABLE BANK, NATIONAL
ASSOCIATION

By: Catherine D. Hillbush (SEAL)
Name: Catherine D. Hillbush
Title: Vice President

RETURN TO:

Patrick K. Arey, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202

MN407901.ASF

DESCRIPTION OF LAND

EXHIBIT A
PAGE 539 PAGE 78

ALL that tract or parcel of land located Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point, said point being at the beginning of the first line of that parcel of land described in the conveyance from Gertrude Crist et al to Bay Manor Real Estate Limited Partnership by Confirmatory Deed dated July 9, 1987, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, at page 259; thence leaving the point of beginning and running along the outlines of the abovementioned conveyance South 59 degrees 14 minutes 46 seconds East 1,008.92 feet; thence North 30 degrees 45 minutes 14 seconds East 325.00 feet; and North 71 degrees 00 minutes 19 seconds East 165.08 feet to a point on the southwesternmost side of Relocated Jones Station Road (College Parkway) as shown on Anne Arundel County right-of-way plat 14543-X; thence continuing along the outline of the above mentioned conveyance and binding along the said southwesterly side of Jones Station Road, (College Parkway), North 52 degrees 04 minutes 05 seconds West 24.64 feet; thence North 63 degrees 22 minutes 41 seconds West 50.99 feet; thence North 80 degrees 08 minutes 26 seconds West 85.00 feet, and North 52 degrees 04 minutes 05 seconds West 17.81 feet to a point, said point being at the end of the fourth line of that parcel of land first described in the conveyance from College Parkway Baptist Church et al to Bay Manor Real Estate Limited Partnership by deed dated August 24, 1987 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 4444, folio 202; thence leaving the outlines of the first abovementioned conveyance and continuing along the said southwesterly side of Relocated Jones Station Road (College Parkway), and running reversely along the outline of the first parcel of the second abovementioned conveyance North 52 degrees 04 minutes 05 seconds West 32.19 feet; thence North 37 degrees 55 minutes 55 seconds East 50.00 feet; thence North 52 degrees 04 minutes 05 seconds West 315.97 feet; thence leaving the said southwesterly side of Relocated Jones Station Road, (College Parkway), and continuing along the outline of the first parcel of the second abovementioned conveyance South 37 degrees 55 minutes 55 seconds West 31.58 feet to a point; said point being at the end of the third line of that parcel of land second described in the second abovementioned conveyance; thence leaving the outline of the said parcel of land first described in the second abovementioned conveyance and running reversely along the outline of that parcel of land second described in the second abovementioned conveyance, North 73 degrees 13 minutes 55 seconds West 120.00 feet and North 87 degrees 15 minutes 25 seconds West 206.32 feet to a point; said point being at the end of the tenth line of that parcel of land described in the first abovementioned conveyance; thence leaving the said second parcel of the second abovementioned conveyance and running along the outline of the first abovementioned conveyance, North 52 degrees 03 minutes 11 seconds West 278.71 feet; thence South 88 degrees 00 minutes 11 seconds West 264.70 feet; thence South 83 degrees 00 minutes 11 seconds West 27.30 feet; and South 12 degrees 34 minutes 08 seconds East 319.66 feet to the point of beginning. CONTAINING 11.163 acres of land, more or less.

SAVING AND EXCEPTING all that land conveyed by Deed dated October 26, 1988 and recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4771 folio 233, from Bay Manor Real Estate Limited Partnership to Richard W. Leitholf and Elizabeth N. Leitholf, his wife, containing 0.058 acres, more or less, and more particularly described in the aforesaid Deed.

TOGETHER WITH a twenty (20) foot sewer easement more particularly described in a Grant of Easement and Agreement dated October 17, 1988 and recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4771 folio 236 between Richard W. Leitholf and Elizabeth N. Leitholf, his wife and Bay Manor Real Estate Limited Partnership and Loyola Federal Savings and Loan Association and Kenneth R. Gift and Raymond A. Brookhart.

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276661

AMENDMENT TO FINANCING STATEMENT

BOOK 539 PAGE 80

TO BE RECORDED:

- AMONG THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND
- AMONG THE LAND RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND
- MARYLAND DEPARTMENT OF ASSESSMENTS
AND TAXATION

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statements, filed among the following records:

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Maryland Department of Assessments and Taxation, Liber 2973, Folio 1659.

1. NAME AND ADDRESS OF DEBTOR:

Bay Manor Real Estate Limited Partnership
c/o Future Care Health and Management Corporation
7779 New York Lane
Glen Burnie, Maryland 21060
Attention: Gary L. Attman

2. NAME AND ADDRESS OF SECURED PARTY:

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Attention: Healthcare Banking Group
Kathleen B. Shields, Vice President

RECORD FEE 28.00
POSTAGE .50
#312400 0777 R03 T15:45
03/16/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

3. The original financing statements identified above are amended and restated in their entirety as follows:

[Handwritten signature]

1. NAME AND ADDRESS OF DEBTOR:

Bay Manor Real Estate Limited Partnership
 c/o Future Care Health and Management Corporation
 7779 New York Lane
 Glen Burnie, Maryland 21060
 Attention: Gary L. Attman

Bay Manor Nursing Home, Inc.
 c/o Future Care Health and Management Corporation
 7779 New York Lane
 Glen Burnie, Maryland 21060
 Attention: Gary L. Attman

2. NAME AND ADDRESS OF SECURED PARTY:

Maryland National Bank
 10 Light Street
 Baltimore, Maryland 21202
 Attention: Healthcare Banking Group
 Kathleen B. Shields, Vice President

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement

of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Creamer, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

(g) All inventory, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted (the "Inventory").

(h) All accounts, chattel paper, instruments and documents, both now owned and hereafter created or acquired (individually, an "Account" and collectively, the "Accounts").

(i) All equipment, furniture 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 and (ii) all replacements thereof and substitutions therefor.

(j) All general intangibles (including, without limitation, all books and records, things in action, contractual rights, tax returns, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired.

(k) All notes, notes receivable, drafts, acceptances and similar instruments and documents, both now owned and hereafter created or acquired.

(l) 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.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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

DEBTORS:

BAY MANOR REAL ESTATE LIMITED PARTNERSHIP

By [Signature] (SEAL)
Name: Gary L. Attman
Title: General Partner

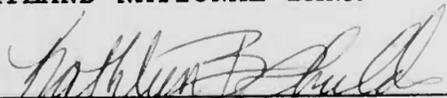
BAY MANOR NURSING HOME, INC.

By [Signature] (SEAL)
Name: Gary L. Attman
Title: Vice President

SECURED PARTY:

MARYLAND NATIONAL BANK

By


Kathleen B. Shields,
Vice President

ECR 539 PAGE 84

Filing Officer: After recordation, please return this Financing Statement to:

Patrick X. Arey, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202

MN407901.FIS

DESCRIPTION OF LAND

EXHIBIT A
BOOK 539 PAGE 85

ALL that tract or parcel of land located Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point, said point being at the beginning of the first line of that parcel of land described in the conveyance from Gertrude Crist et al to Bay Manor Real Estate Limited Partnership by Confirmatory Deed dated July 9, 1987, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, at page 259; thence leaving the point of beginning and running along the outlines of the abovementioned conveyance South 59 degrees 14 minutes 46 seconds East 1,008.92 feet; thence North 30 degrees 45 minutes 14 seconds East 325.00 feet; and North 71 degrees 00 minutes 19 seconds East 165.08 feet to a point on the southwesternmost side of Relocated Jones Station Road (College Parkway) as shown on Anne Arundel County right-of-way plat 14543-X; thence continuing along the outline of the above mentioned conveyance and binding along the said southwesterly side of Jones Station Road, (College Parkway), North 52 degrees 04 minutes 05 seconds West 24.64 feet; thence North 63 degrees 22 minutes 41 seconds West 50.99 feet; thence North 80 degrees 08 minutes 26 seconds West 85.00 feet, and North 52 degrees 04 minutes 05 seconds West 17.81 feet to a point, said point being at the end of the fourth line of that parcel of land first described in the conveyance from College Parkway Baptist Church et al to Bay Manor Real Estate Limited Partnership by deed dated August 24, 1987 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 4444, folio 202; thence leaving the outlines of the first abovementioned conveyance and continuing along the said southwesterly side of Relocated Jones Station Road (College Parkway), and running reversely along the outline of the first parcel of the second abovementioned conveyance North 52 degrees 04 minutes 05 seconds West 32.19 feet; thence North 37 degrees 55 minutes 55 seconds East 50.00 feet; thence North 52 degrees 04 minutes 05 seconds West 315.97 feet; thence leaving the said southwesterly side of Relocated Jones Station Road, (College Parkway), and continuing along the outline of the first parcel of the second abovementioned conveyance South 37 degrees 55 minutes 55 seconds West 31.58 feet to a point; said point being at the end of the third line of that parcel of land second described in the second abovementioned conveyance; thence leaving the outline of the said parcel of land first described in the second abovementioned conveyance and running reversely along the outline of that parcel of land second described in the second abovementioned conveyance, North 73 degrees 13 minutes 55 seconds West 120.00 feet and North 87 degrees 15 minutes 25 seconds West 206.32 feet to a point; said point being at the end of the tenth line of that parcel of land described in the first abovementioned conveyance; thence leaving the said second parcel of the second abovementioned conveyance and running along the outline of the first abovementioned conveyance, North 52 degrees 03 minutes 11 seconds West 278.71 feet; thence South 88 degrees 00 minutes 11 seconds West 264.70 feet; thence South 83 degrees 00 minutes 11 seconds West 27.30 feet; and South 12 degrees 34 minutes 08 seconds East 319.66 feet to the point of beginning. CONTAINING 11.163 acres of land, more or less.

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FINANCING STATEMENT

TO BE RECORDED:

276662

539 PAGE 87

- AMONG THE FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND
- AMONG THE LAND RECORDS
OF ANNE ARUNDEL COUNTY, MARYLAND
- MARYLAND DEPARTMENT OF ASSESSMENTS
AND TAXATION

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

1. NAME AND ADDRESS OF DEBTOR:

Bay Manor Real Estate Limited Partnership
c/o Future Care Health and Management Corporation
7779 New York Lane
Glen Burnie, Maryland 21060
Attention: Gary L. Attman

Bay Manor Nursing Home, Inc.
c/o Future Care Health and Management Corporation
7779 New York Lane
Glen Burnie, Maryland 21060
Attention: Gary L. Attman

2. NAME AND ADDRESS OF SECURED PARTY:

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202
Attention: Healthcare Banking Group
Kathleen B. Shields, Vice President

RECORD FEE 27.00
POSTAGE .50

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property: CK

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods), (ii) any franchise or license agreements and management agreements entered into with respect to the Property

R03 71545

AA 04 FILE 66483/16/89
CIRCUIT COURT

- 1 -
JK SW

or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Creamer, as Trustees, and the Secured Party.

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

DEBTOR:

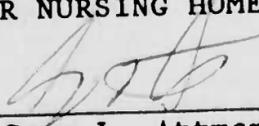
BAY MANOR REAL ESTATE LIMITED
PARTNERSHIP

539 PAGE 90

By  (SEAL)

Name: Gary L. Attman
Title: General Partner

BAY MANOR NURSING HOME, INC.

By  (SEAL)

Name: Gary L. Attman
Title: Vice President

Filing Officer: After recordation, please return this Financing
Statement to:

Patrick K. Arey, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202

MN407901.FIS

DESCRIPTION OF LAND

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SAVING AND EXCEPTING all that land conveyed by Deed dated October 26, 1988 and recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4771 folio 233, from Bay Manor Real Estate Limited Partnership to Richard W. Leitholf and Elizabeth N. Leitholf, his wife, containing 0.058 acres, more or less, and more particularly described in the aforesaid Deed.

TOGETHER WITH a twenty (20) foot sewer easement more particularly described in a Grant of Easement and Agreement dated October 17, 1988 and recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4771 folio 236 between Richard W. Leitholf and Elizabeth N. Leitholf, his wife and Bay Manor Real Estate Limited Partnership and Loyola Federal Savings and Loan Association and Kenneth R. Gift and Raymond A. Brookhart.

BEING part of that parcel of land described in a Confirmatory Deed dated July 9, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4438, folio 258 conveyed by Gertrude Crist, et al unto Bay Manor Real Estate Limited Partnership and also being those two parcels of land described in a Deed dated August 24, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4444 folio 202 conveyed by College Parkway Baptist Church et al unto Bay Manor Real Estate Limited Partnership.

BEING also all that property, containing 486,260.3 square feet, as set forth on Plat entitled, "Administrative Plat of Property of Bay Manor Real Estate Limited Partnership", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 114, Page 10.

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Second Deed of Trust and Security Agreement securing a debt in the principal amount of \$500,000.00, or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

CHARTWELL MEMBERSHIP, INC.
P.O. Box 4683
Annapolis, Maryland 21403

NAME AND ADDRESS OF SECURED PARTY:

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

NAME AND ADDRESS OF TRUSTEES:

ROSS J. SELBY
and
WILLIAM A. WALKER, II
5 Church Circle
Annapolis, Maryland 21401

RECORD FEE **CK** 21.00
POSTAGE .50
#312880 0777 R03 T14:26
03/17/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. This Financing Statement covers the following items of property:
 - A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Second Deed of Trust and Security Agreement hereinafter mentioned.
 - B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.

Handwritten initials/signature

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

FNI. 288A

- C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Secured Party by the Second Deed of Trust and Security Agreement or other similar documents.
 - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Second Deed of Trust and Security Agreement hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Second Deed of Trust and Security Agreement at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above-described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Second Deed of Trust and Security Agreement, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Second Deed of Trust and Security Agreement constituting the security agreement to this secured transaction.

Dated: March 14th, 1989

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:

CHARTWELL MEMBERSHIP, INC.,
a Maryland corporation

FARMERS NATIONAL BANK OF MARYLAND

BY: John B. Irvine
JOHN B. IRVINE, President

BY: Ross J. Selby
ROSS J. SELBY, Vice President

ATTEST:

Hail Dringer
Secretary

Filing Officer:

After recordation, please return to:

Pat Weiss
MANIS, WILKINSON, SNIDER AND
GOLDSBOROUGH, CHARTERED
P. O. Box 1911
Annapolis, Maryland 21404

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the first in the center line of a 30 foot right of way at the end of the 27th or South 60 degrees 02 minutes 30 seconds East 684.81 feet line of the conveyance from Penn-A-Corporation to C. Albert and G. Rogers Merritt which by deed dated August 3, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, folio 397 and thence running as now surveyed with and the reverse of the 27th, 26th and a part of the 25th lines of said conveyance North 57 degrees 14 minutes 10 seconds West 672.32 feet; thence North 45 degrees 02 minutes West 912.39 feet and North 74 degrees 47 minutes West 331.42 feet to the beginning of the 8th line of the conveyance from Samuel E. Nackman and Nathan S. Nackman to C. Albert and G. Rogers Merritt which by deed dated November 5, 1959 and recorded among the land Records in Liber G.T.C. 1348 folio 566; thence running with a part of said line as now surveyed North 8 degrees 31 minutes 50 seconds East 500.19 feet; thence running so as to include a portion of the whold tract North 85 degrees 55 minutes West 285.00 feet; South 75 degrees 16 minutes 20 seconds West 94.56 feet; South 53 degrees 27 minutes 10 seconds West 119.87; South 44 degrees 20 minutes 30 seconds West 106.00 feet; South 73 degrees 9 minutes 30 seconds West 71.05 feet; North 88 degrees 52 minutes 10 seconds West 70.60 feet; North 73 degrees 11 minutes 40 seconds West 148.39 feet to the Easterly side of a proposed 40 foot right of way; thence with the same and a curve to the left radius is 190.00 feet in a Southerly direction an arc distance of 27.51 feet thence south 8 degrees 30 minutes 30 seconds West 310.00 feet; thence leaving said proposed 40 foot right of way, and running South 81 degrees 29 minutes 30 seconds East 125.00 feet; South 8 degrees 30 minutes 30 seconds West 1140.00 feet; South 5 degrees 31 minutes 40 seconds West 104.73 feet; South 20 degrees 41 minutes 40 seconds East 96.21 feet; South 41 degrees 59 minutes 30 Seconds East 105.40 feet; South 50 degrees 09 minutes 30 seconds East 440.00 feet; thence South 7 degrees 40 minutes West 143.01 feet to the point of curve to the right whose radius is 10.00 feet; thence with said curve an arc distance of 24.06 feet to intersect the Northeasterly side of a 40 foot right of way; thence with the same in a Southeasterly direction and a curve to the right whose radius is 295.41 feet an arc distance of 188.51 feet; thence south 2 degrees 05 minutes 40 seconds West 138.20 feet to the point of curve of a curve to the right whose radius is 912.24 feet; thence with said curve an arc distance of 102.12 feet; thence South 8 degrees 30 minutes 30 seconds West 150.00 feet; thence leaving said right of way and running South 81 degrees 29 minutes 30 seconds West 240.00 feet; South 1 degree 30 minutes minutes East 237.87 feet; thence South 35 degrees 20 minutes 00 seconds West 62.50 feet to the Northeasterly side of another proposed 40 foot right of way, thence with the same South 54 degrees 39 minutes 30 seconds East 196.15 feet to the point of curve of a curve to the left whose radius is 305.00 feet; thence with said curve an arc distance of 151.00 feet; thence South 83 degrees 09 minutes 30 seconds East 128.00 feet, thence leaving said proposed right of way and running North 19 degrees 11 minutes 10 seconds East 149.01 feet; South 65 degrees 49 minutes 40 seconds East 139.21 feet; South 41 degrees 49 minutes 10 seconds East 152.97 feet; South 18 degrees 53 minutes East 151.35 feet; South 12 degrees 19 minutes 30 seconds East 362.93 feet; South 08 degrees 05 minutes 10 seconds East 1215.70 feet; North 8 degrees 26 minutes 40 seconds East 120.00 feet; thence South 81 degrees 33 minutes 20 seconds East 153.96 feet to the Westerly dise of said last mentioned propoase 40 foot right of way; thence with the same North 8 degrees 26 minutes 40 seconds East 859.00 feet; thence leaving said proposed right of way and running North 81 degrees 33 minutes 20 seconds West 120.00 feet; North 8 degrees 26 minutes 40 seconds East 375.00 feet; North 13 degrees 14 minutes 10 seconds West 87.33 feet; North 47 degrees 29 minutes 20 seconds West 48.84 feet; North 81 degrees 41 minutes 40 seconds West 224.00 feet; South 60 degrees 17 minutes 40 seconds West 364.07 feet; South 70 degrees 52 minutes 20 seconds West 418.08 feet; North 68 degrees 56 minutes 30 seconds West 186.45 feet; North 6 degrees 59 minutes West 158.14 feet; North 31 degrees 54 minutes 50 seconds East 134.30 feet; North 79 degrees 10 minutes 40 seconds East 436.77 feet; North 50 degrees 06 minutes 10 seconds East 238.53 feet; North 25 degrees 43 minutes 20 seconds East 152.07 feet; thence North 80 degrees 48 minutes 20 seconds East 106.44 feet to the Westerly side of said last

mentioned proposed 40 foot right of way; thence with the same North 9 degrees 11 minutes 40 seconds West 80.32 feet to the point of curve of a curve to the left whose radius is 170.00 feet; thence with said curve to the left whose radius is 170.00 feet; thence with said curve an arc distance of 221.54 feet to the point of curve of a curve to the right whose radius is 182.83 feet; thence with said curve an arc distance of 221.69 feet; thence South 30 degrees 28 minutes 20 seconds West 93.75 feet to the point of curve of a curve to the right whose radius is 228.00 feet; thence with said curve an arc distance of 183.79 feet; thence leaving said proposed 40 foot right of way south 15 degrees 15 minutes 40 seconds West 114.64 feet; South 83 degrees 15 minutes 40 seconds West 221.53 feet; North 58 degrees 26 minutes 50 seconds West 66.89 feet; North 35 degrees 47 minutes 20 seconds East 106.02 feet; North 6 degrees 41 minutes 50 seconds East 248.70 feet; North 36 degrees 52 minutes 10 seconds East 50.00 feet; North 77 degrees 58 minutes 40 seconds East 110.52 feet; South 71 degrees 59 minutes 10 seconds East 129.34 feet; North 86 degrees 42 minutes 40 seconds East 87.14 feet; North 51 degrees 20 minutes 20 seconds West 64.03 feet; North 73 degrees 44 minutes 20 seconds West 50.00 feet; North 59 degrees 50 minutes 20 seconds West 85.59 feet; North 78 degrees 49 minutes 50 seconds West 160.03 feet; North 16 degrees 07 minutes 20 seconds East 133.54 feet; North 49 degrees 55 minutes 40 seconds East 82.33 feet; South 66 degrees 24 minutes 20 seconds East 94.94 feet; South 83 degrees 07 minutes 10 seconds East 194.78 feet to the Northerly side of another proposed 40.00 foot right of way; thence with the same South 66 degrees 11 minutes 10 seconds East 172.00 feet to the point of curve of a curve to the right whose radius is 190.00 feet; thence with said curve an arc distance of 76.14 feet; thence leaving said proposed right of way and running North 64 degrees 35 minutes East 57.06 feet; North 1 degree 38 minutes 50 seconds East 139.06 feet; North 88 degrees 21 minutes 10 seconds East 125.00 feet; thence South 1 degree 38 minutes 50 seconds West 242.85 feet to the Northerly side of another proposed 40 foot right of way; thence with the same in a Southeasterly direction and a curve to the right whose radius is 210.00 feet an arc distance of 222.83 feet; thence South 9 degrees 40 minutes and 00 seconds East 15.00 feet; thence leaving said proposed 40 foot right of way and running North 80 degrees 48 minutes 20 seconds East 180.13 feet to intersect the 29th or South 4 degrees 07 minutes 30 seconds West 944.62 feet line of the first mentioned conveyance from Penn-A-Corporation to C. Albert and C. Rogers Merritt; thence with and the reverse of a part of said line as now surveyed (North 04 degrees 07 minutes 30 seconds East 944.62 feet to the place of beginning).

CONTAINS 173.16 acres more or less according to a plat and survey prepared by the Sherwood Engineering Company.

SAVING AND EXCEPTING from the above described property, all that land which was conveyed to Irving Bert Coggins and Eleanor Sisson Coggins, his wife, from C. Albert Merritt and wife by deed dated September 14, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1605 folio 233, and described as follows:

BEGINNING for the same at the end of the 27th or South 8 degrees, 30 minutes 30 seconds West 150 foot line of that plot of land which by deed dated December 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1449 folio 350 was granted and conveyed by the Dixon Holding Co. to C. Albert Merritt and Wife, said point being on the east side of St. Ives Drive as shown on a Plat of Chartwell on the Severn, Section I, Plat I and recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 43 thence with the east side of said Drive and reversely with part of the aforementioned 27th line North 8 degrees 30 minutes 30 seconds East 35 feet thence leaving St. Ives Drive and the aforementioned 27th line for a new line of division as now drawn South 52 degrees 14 minutes 30 seconds East 71.63 feet to intersect the 28th line of the parcel described in the deed first mentioned above 62.50 feet from the beginning thereof, thence reversely with part of said 28 foot line North 81 degrees 29 minutes 20 seconds West 62.50 feet to place of beginning. Containing 1,094 square feet more or less.

BEGINNING for the second at the northeast corner of Lot No. 4, Block J, of Chartwell on the Severn, Section I, Plat I and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 31 folio 43, and running thence along part of the rear or South 8 degrees 30 minutes 30 seconds West 120 feet

line of said lot South 8 degrees 30 minutes 30 seconds West 35 feet, thence leaving said line for a new line of division as now drawn North 52 degrees 14 minutes 30 seconds West 71.63 feet to a point on and distant 62.50 feet from the east end of the North property line of the abovementioned lot, thence with a part of said property line South 81 degrees, 29 minutes 30 seconds East 62.50 feet to the place of beginning. Containing 1,094 square feet more or less.

BEING the same lots which by deed dated November 30, 1962 recorded among the Land Records of Anne Arundel County in Liber 1617 folio 56 was conveyed from C. Albert Merritt and Selma D. Merritt and Chartwell Golf and Country Club, Inc. to Chartwell Holding Company, Inc.

BEING also the same lots of ground which by deed dated June 20, 1973 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2599 folio 404 were granted and conveyed by Chartwell Holding Company, Inc. unto the said Chartwell Membership, Inc., in fee simple.

799922

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): A-15942

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

TRADEWINDS MARINA, INC.
DBA CELEBRITY BOAT SALES
2822 SOLOMONS ISLAND RD.
EDGEWATER, MD 21037
TAX I.D. # 52-1548346

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

AT&T CREDIT CORPORATION
P O BOX 88178
SEATTLE, WA. 98138

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

RECORD FEE 12.00
POSTAGE .50
#404760 C237 R02 T11:13
03/20/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
All of the Debtor's present and hereafter acquired inventory, goods, merchandise or other personal property held by the Debtor for sale or lease, bearing the brand name, trade style, logo, trademark and/or manufactured and/or distributed by Coastal Marine, Inc., EZ Loader Boat Trailers, Inc., EZ Loader, Express, Custom Frames, Trailers Inc., or It's Divisions, and all accounts receivable, contract rights, chattel paper, instruments and documents related thereto and, all attachments, accessories and additions to the foregoing, substitutions and replacements therefor, and all right, title and interest of the Debtor therein and thereto, and all proceeds and products of any of the foregoing, including without limitation, insurance proceeds.
"INVENTORY NOT SUBJECT TO RECORDATION TAX."

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

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

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

ANN ARUNDEL COUNTY

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

TRADEWINDS MARINA, INC

AT&T CREDIT CORPORATION

By:

Robert Palmer
Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BOOK 539 PAGE 99

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270787

RECORDED IN LIBER 520 FOLIO 353 ON December 1, 1987 (DATE)

1. DEBTOR

Name David C. and Joan A. Stockett

Address 5239 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

CHECK 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
POSTAGE .50
#404770 C237 R02 T11:13
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

10⁰⁰
30

Dated 12-1-88

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

[Handwritten Signature]

(Signature of Secured Party)

[Handwritten Name]

Type or Print Above Name on Above Line

BOOK 539 PAGE 100

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265465

RECORDED IN LIBER 506 FOLIO 523 ON January 3, 1987 (DATE)

1. DEBTOR

Name David C. and Joan A. Stockett

Address 5239 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

CHECK 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

RECORD FEE 10.00
POSTAGE .50
#404780 C237 R02 T11:14
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

OK

10:50

Dated 12-1-88

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

[Signature]
(Signature of Secured Party)

[Signature]
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. 267918

RECORDED IN LIBER 513 FOLIO 106 ON June 9, 1987 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett

Address 5232 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland

Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#404790 C237 R02 T11:15
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

10050

Dated 12-1-78

SIGNET BANK/MARYLAND

[Handwritten Signature]
(Signature of Secured Party)

Frederick L. [Handwritten]
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. 267913

RECORDED IN LIBER 513 FOLIO 107 ON April 15, 1987 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett
Address 5232 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland
Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #404800 0237 R02 T11:16 03/20/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	
	<p>CK</p>	

11
10⁰⁰
53

Dated 12-1-88

SIGNET BANK/MARYLAND

[Handwritten Signature]
(Signature of Secured Party)

Frederick L. White
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. 267062

RECORDED IN LIBER 510 FOLIO 589 ON April 14, 1987 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett

Address 5234 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#404810 C237 R02 T11:17
03/20/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT
CK

10⁰⁰

Dated 12-1-88

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

[Signature]
(Signature of Secured Party)

Frederick L. W. [Signature]
Type or Print Above Name on Above Line

BOOK 539 PAGE 104

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266246

RECORDED IN LIBER 508 FOLIO 497 ON February 18, 1987 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett

Address 5234 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#404820 C237 R02 T11:17
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
CK

1000

Dated 12-1-88

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

[Handwritten Signature]
(Signature of Secured Party)

Frederick L. W. [Handwritten Name]
Type or Print Above Name on Above Line

BOOK 539 PAGE 105

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266245

RECORDED IN LIBER 508 FOLIO 497 ON February 18, 1987 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett

Address 5234 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

CHECK 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
POSTAGE .50
#404830 C237 R02 T11:18
03/20/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

10.00

Dated 12-1-88

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

[Handwritten Signature]

(Signature of Secured Party)

Frederick L. Weber

Type or Print Above Name on Above Line

BOOK 539 PAGE 106

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265745

RECORDED IN LIBER 507 FOLIO 279 ON February 2, 1987 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett

Address 1174 W. Central Ave Davidsonville, Maryland 21035

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, MD 21203

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
POSTAGE .50
#404840 C237 R02 T11:20
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

GK

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

10⁰⁰
30

Dated 12-1-87

[Handwritten Signature]

(Signature of Secured Party)

Ernest L. White
Type or Print Above Name on Above Line

BOOK 539 PAGE 107

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262045

RECORDED IN LIBER 498 FOLIO 346 ON May 26, 1986 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett

Address 1174 W. Central Ave Davidsonville, Maryland 21035

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, MD 21203

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

3. Maturity date of obligation (if any)

Mar 15 10 40 AM '89

CLERK OF THE CIRCUIT COURT NORMAN FITCHETT

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
POSTAGE .50
#404850 0237 R02 T11:21
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

10.00

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

Dated 12-1-88

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

RECORDED
FEE
#404850
R02
T11:21
03/20/89

APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:

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

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):

Eastern Packaging Corp.
10840 Annapolis Junction Rd
#407
Annapolis Junction, MD
20701

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

Maryland Clarklift Co.,
Div The Space Maker Group
Inc.
3310 Childs Street
Baltimore, MD 21226

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

RECORD FEE 11.00
#313510 0777 R03 111:03
03/20/89
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One Used Clark Model C500-30 Forklift
Serial Number 235-1663-4515
539 109 276666

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

Maryland Clarklift Co., Div.
The Space Maker Group, Inc.
3310 Childs Street
Baltimore, Maryland 21226

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.

Not Subject to recordation tax

Proceeds - Products of the collateral are also covered.

8. Signatures: [If debtor's signature omitted pursuant to G.S. 25-9-402 (2), indicate reason.] This instrument prepared by Secured Party and Assignee Secured Party.

By [Signature]
Eastern Packaging Corporation
Debtor(s) [or Assignor(2)]
Louis D. Hankin Pres.

Maryland Clarklift Co., Div. The
Space Maker Group, Inc.
By _____
Secured Party(ies) [or Assignee(s)]

FINANCING STATEMENT

(1) Filing Officer Copy - Numerical

Standard Form Approved by ALL STATES SHOWN ON STUB UCC

115

RECEIVED MAR 15 1989

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 # 29320 - 816890

Name Hartley Marine Inc.

Address 111 W. Central Avenue, Edgewater, Md. 21037

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.

Address 15410 CHRYSLER DRIVE

UPPER HARBORO, 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 New Kubota Tractor; Model#-B4200DT
Serial-51151

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30304-5598

RECORDED FEE 11.00
POSTAGE .50
#313640 0777 R03 T11:12
GK 03/20/89

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
H. EMIL SCHAEFER
CIRCUIT COURT

CHECK [] THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Melanie Wright

(Signature of Debtor)

Melanie Wright

Type or Print Above Name on Above Line

1150

(Signature of Debtor)

Larry E. Groff

(Signature of Secured Party)

LARRY E. GROFF

STATE OF MARYLAND

BOOK 539 PAGE 111 FINANCING STATEMENT FORM UCC-1

Identifying File No. 276668

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3053.28

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

This financing statement Dated 3/10/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marshall and Gertrude Hall
Address 7633 Old Telegraph Rd. Severn, Md. 21144

2. SECURED PARTY

Name Norwest Financial Md. Inc.
Address 24 B Deferre Street Annapolis, Md. 21401

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

3. Maturity date of obligation (if any) 3/10/92

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

- 1 Weight Set and other exercising equipment
- 1 Camera or other photographic equipment
- 2 Stereo or other stereo equipment
- 4 Televisions
- 1 VCR
- 1 Piano
- 1 Lawn Mower
- 1 Luggage

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50
#313660 0777 R03 T11-13
03/20/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK [X] THE LINES WHICH APPLY

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

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

- [X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Marshall Hall
(Signature of Debtor)

Marshall Hall
Type or Print Above Name on Above Line

Gertrude Hall
(Signature of Debtor)

Gertrude Hall
Type or Print Above Signature on Above Line

Tracy P. Grande
(Signature of Secured Party)

Tracy P. Grande
Type or Print Above Signature on Above Line

12- 24.50 50

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

BOOK 539 PAGE 112

MARYLAND FINANCING STATEMENT

276669

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: William C. Niedergesahs t/a Arundel Hauling & Towing
(Name or Names)
P.O. Box 125, 7512 Harmans Road, Harmans, MD 21077
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

4. This Financing Statement covers the following types (or items) of property:
One - Pace American Custom Car Carrier Trailer, Model AC824TA3, S/N 40LAB2421KP004956
with Workbench & Cabinets, Electric Tongue Jack, & Electric Winch & Accessories

As additional Security for this obligation, Lessee hereby grants to Lessor a Security Interest in the following goods:

One - 1979 Chevrolet Bruin, VIN # C18CY9V142594
with 1987 ~~Jordan~~ Super 15 Rollback Body, S/N 15599; VIN 53428
Jerr-Dan

RECORD FEE 12.00
POSTAGE .50
CK #313690 0777 R03 111:15
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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): William C. Niedergesahs t/a
Arundel Hauling & Towing
By: William C. Niedergesahs *owner*
(Title)
William C. Niedergesahs, Owner
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: Robert E. Polack
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: SECURED PARTY

12.80

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

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

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

This financing statement Dated March 10, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William C. Taylor
Address 8348 Schmidts Lane, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, MD 21001

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

3. Maturity date of obligation (if any)

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

One CASE 580K Loader/Extendahoe
S/N JJG0012841
One EAGER BEAVER 9HDB Trailer
S/N 112HAM282KT031314

RECORD FEE 11.00
Name and address of Assignee
MORTGAGE .50
#313710 0777 R03 111:17
CK 03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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

William C. Taylor
(Signature of Debtor)

William C. Taylor
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Barclay D. Tucker II
(Signature of Secured Party)

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

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 2/9/89 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation RECORD FEE 11.00
Address 50 Rockefeller Plaza POSTAGE .50
New York, NY 10020 #313840 C777 R03 111:26
03/20/89

Person And Address To Whom Statement Is To Be Returned If Different From Above. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated December 16, 1988, Schedule # 01, dated December 16, 1988 between Assignor as Lessor and LEASE ACCOUNT # 881214 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 2/9/89 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

[Signature]
(Signature of Secured Party)

Stephen Arescott
Type or Print Above Name on Above Line

2189

Filed in Anne Arundel County

EQUIPMENT LIST

QUANTITY	DESCRIPTION
4 (four)	42x78 Conf. Desk - W001W4278
1 (one)	21x72 Credenza - W015W2172
2 (two)	24x78 Credenza - W025W2478
1 (one)	24x78 Exec. Workstation - W026W2478
5 (five)	24x36 Computer Cabinet - W044W2436
1 (one)	24x36 Wardrobe - W046W2436
4 (four)	24x36 Storage Cabinet - W047W2436
1 (one)	48" Octagonal Table - W0600048
6 (six)	20x26 End Table - W062W2026
2 (two)	26x26 Corner Table - W063W2626
3 (three)	Extra shelf for 24x36
2 (two)	36x72 Exec. L Desk - H005W3672
1 (one)	36x72 Exec. L Desk - H2005W3672
1 (one)	24x48 Left Hand Return - H2006W2448
1 (one)	2 Drawer Lateral - H80182
1 (one)	Open Bookcase - H8047
2 (two)	24x45 Secretarial Return - H8042
1 (one)	2 Drawer Lateral - H28018

TransFinancial Leasing Corp.

BY: *Frank J. Sarro*

TITLE: Frank J. Sarro, III, President

Societe Generale Financial Corporation

BY: _____

TITLE: _____

672

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 2/8/89 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020
RECORD FEE 11.00
POSTAGE .50
#313000 0777 R03 711:26
03/20/89
Person And Address To Whom Statement Is To Be Returned If Different From Above. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 12/20/88, Schedule # 05, dated 12/30/88 between Assignor as Lessor and LEASE ACCOUNT # 121889 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 2/8/89 between Assignor and Assignee:

PER ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

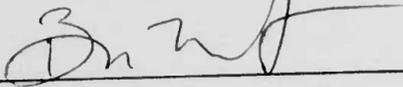
5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

EQUIPMENT LIST

- 3 (three) NEC 2MB Memory Board
- 3 (three) Autocad Release 10 includes: Int./MG utilities + int./MG menus + 1 yr. telephone tech support
- 1 (one) Autocad release simplex font
- 3 (three) NEC Powermate 386/20 with 2 Meg. memory, 1.2 meg floppy drive, 42 meg hard drive, extended keyboard, DOS & Basic
- 1 (one) NEC PM 386/20, 130 with enhanced keyboard MB HD
- 1 (one) Color Monitor (VGA)
- 1 (one) VEGA Board (Vega)
- 1 (one) Math coprocessor 20mhz
- 1 (one) Serial mouse (microsoft V 2.0)
- 1 (one) 8 MB RAM
- 5 (five) Powermate SX with 2 Meg. Memory, 1.2 Meg. Floppy Drive, 42 Meg. hard drive extended keyboard, DOS & Basic (NEC)
- 5 (five) Intel 80387SX Math Coprocessor
- 5 (five) Video seven V-Ram VGA
- 5 (five) NEC Multisync Plus
- 5 (five) MicroSoft Serial mouse with windows and PC paintbrush
- 5 (five) Windows 386 V 2.1
- 4 (four) NEC 386/20, 130 MB HD with enhanced keyboard
- 4 (four) Color Monitor (VGA)
- 4 (four) VGA Board (Vega)
- 4 (four) Math Coprocessor 20mhz
- 4 (four) Serial mouse (Microsoft)

TransFinancial Leasing Corp.

Societe Generale Financial Corporation

BY: 

BY: _____

TITLE: Bruce J. Winter, Vice President

TITLE: _____

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276673

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

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

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

This financing statement Dated 2/8/89 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation RECORD FEE 11.00
Address 50 Rockefeller Plaza POSTAGE CK .50
New York, NY 10020 #313880-0777 R03 711:26
03/20/89

Person And Address To Whom Statement Is To Be Returned If Different From Above. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 12/20/88, Schedule # 02, dated 1/30/89 between Assignor as Lessor and LEASE ACCOUNT # 121889 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 2/8/89 between Assignor and Assignee:

PER 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)

2192

- (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

Societe Generale Financial Corporation

[Signature]

(Signature of Secured Party)

Stephen Prescott

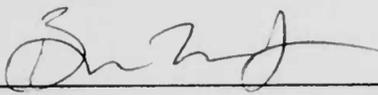
Type or Print Above Name on Above Line

Filed in Anne Arundel County

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	HP7595/1 YR ONSITE
(1) One	Powermate SX 42 MB, 1.2 MB FDD with enhanced Keyboard
(1) One	5.25", 1.2 MB Floppy Drive
(1) One	V RAM VGA Board
(1) One	Monitor 12" Color High Res, VGA
(1) One	80387-16 chip for SX
(1) One	Memory Expansion (512K)
(18) Eighteen	256k Ram Chips, (extra 512k)
(1) One	HI-Res Mouse Logitech
(1) One	LC-890 Laser printer, post script
(1) One	Parallel Printer cable, 6 feet

TransFinancial Leasing Corp.

BY: 

TITLE: Bruce J. Winter, Vice President

Societe Generale Financial Corporation

BY: _____

TITLE: _____

539 120

276674

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtors:

Inovision, Inc.
106 Old Solomons Island Road
Annapolis, MD 21401

Joseph W. DeChamp
106 Old Solomons Island Road
Annapolis, MD 21401

Delores Christine DeChamp
106 Old Solomons Island Road
Annapolis, MD 21401

2. Secured Party:

Donald F. Kneessi
1744 Longgreen Drive
Annapolis, MD 21401

RECORD FEE 19.00
POSTAGE .50
#313880 C777 R03 T11:28
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

CK

Accounts Receivable, contract rights, and general intangibles as well as the List of Property, attached hereto and made a part hereof, marked Schedule "A".

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

5. If collateral is crops, describe real estate. N/A

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

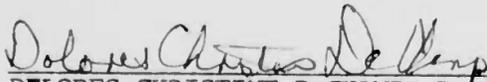
195 5

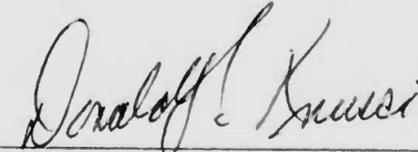
539 121

Debtors: Joseph W. DeChamp and Delores Christine DeChamp


JOSEPH W. DeCHAMP, Debtor

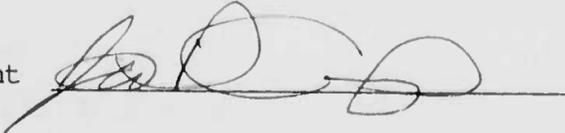
Secured Party:


DELORES CHRISTINE DeCHAMP, Debtor


DONALD F. KNEESSI

INOVISION, INC.

By: JOSEPH W. DeCHAMP, President



To the Filing Officer: After this statement has been recorded, please
mail same to: James A. McGuire, Esquire, 140 Mayo Road, P. O. Box 232,
Edgewater, MD 21037

PHOTO CONCEPTS
106 OLD SOLOMONS ISLAND ROAD
ANNAPOLIS, MARYLAND 21041
(301) 266-0046

EQUIPMENT AND INVENTORY

Kodak Versomat black & white film processor
Colenta roll cut, paper 320SA
2 - Acculight slide light tables
MP11 Polaroid 4 x 5 copy stand lights & camera
Besseler Dual Mode slide duplicator with camera & lens Nikon camera set-up
Tobias sensitometer
Tobias RCX densitometer
Polaroid Passport camera & flash
2 - Rollie studio strobes, complete
Seal Masterpiece 500T dry mount press
Colenta black & white 26 in. paper processor
Colenta type R 26 in. paper processor
Kreonite 20 in. EP2 paper processor
9 - Besseler enlargers, complete
Boston 2624 pro paper cutterDahle #136 pro paper cutter
Professional air compressor
Samsung microwave oven
General Electric refrigerator
Frigidaire refrigerator
20 x 30 light table

SCHEDULE A

Colenta roll take-up & reels

Sharp SF850 copy machine

Office furniture

Office supplies

Nikon F2 Pro camera 35 mm

105 mm Nikon lens with soft focus filter

55 mm Close-up Macro Nikon lens

Mamiya 330 camera 2¼ camera & lens

Mamiya 250 mm lens for 2¼ camera

Mamiya eye level finder

Rollie 36RE Pro Flash

Wein Flash meter WP 1000

Chemicals: assorted color and black & white

Photographic paper: B & W and color sizes from 5 x 7 to 30 x 40,
3½ in. to 8 in. rolls

Film: B & W and color 35 mm 120, 4 x 5 professional and amateurs

Assorted darkroom accessories

Seamless background paper and stands

Sweda electronic cash register and tapes

Photographic filters, assorted sizes

Processing envelopes with logos

Stereo & speakers, 3 sets

4 - ITT phones

Table & chairs, assorted

Photo batteries, assorted

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4800.00

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

This financing statement Dated February 8, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coffey, Sherryl A

Address 8063 Long Branch Terrace T-1, Glen Burnie Md 21061

2. SECURED PARTY

Name BLAZER FINANCIAL SERVICES INC

Address 7479 Balto-Annap 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) 03-10-92

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

ARBEK GRANDVIEW SOLID LIGHT OAK BEDROOM SET, CONTAINING WATERBED, WALL UNIT, DRESSER & MIRROR AND CHEST.

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE .50
#313960 0777 R03 T11:37
03/20/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Sherryl A. Coffey
(Signature of Debtor)

Sherryl A Coffey

Type or Print Above Name on Above Line

1K
35

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph J Tomalonis Jr.
(Signature of Secured Party)

(Signature of Secured Party)

Joseph J Tomalonis Jr., Mgr

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)
Trans-American Leasing Corporation
The Steffey Bldg. #200-B
407 Crain Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Baltimore Federal Financial, F.S.A.
300 E. Lombard Street
Baltimore, MD 21202

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
RECORD FEE 10.00
POSTAGE .50
#313520 0777 R03 T11:04
03/20/89

4. This statement refers to original Financing Statement bearing File No. 266237 Page# 622
Book# 508
Filed with Anne Arundel County Date Filed Feb. 24 19 87

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is not 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:

Baltimore Federal Financial, F.S.A.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

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

1. NAME AND ADDRESS OF DEBTOR: THE EMPIRE CORPORATION
7310 Ritchie Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
Real Estate Industries Group
Construction Finance Section
10 Light Street, 19th Floor
Baltimore, Maryland 21202

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property: RECORD FEE 21.00
POSTAGE .50

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures

#314150 C777 R03 T14:14

03/20/89

THE SCHAFER BUILDING SUIT COURT

21.50

[Handwritten signature]

21.50

or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated MARCH 13, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Creamer, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

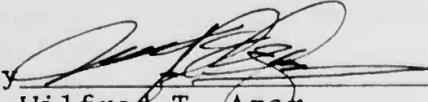
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform

Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

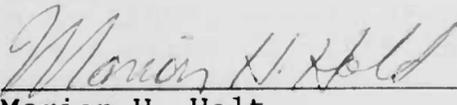
5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

THE EMPIRE CORPORATION

By 

Wilfred T. Azar
Chairman

By 

Marion H. Holt
Executive Vice President

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 9th Floor
Baltimore, Maryland 21202



PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the first at a joint where the north side of Elkridge Landing Road, 60 feet wide, intersects the west line of the conveyance from Seth H. Linthicum and Bruner R. Anderson, Trustees, to William Gable by deed dated March 21, 1908 and recorded among the Land Records of Anne Arundel County in Liber GW. No. 59, Folio 130, thence leaving the north side of Elkridge Landing Road and binding along said west line and with the Lands of Friendship Investment as recorded among the said Land Records in Liber M.S.H. No. 2205, Folio 059:

1. N 27°36'19"E-377.37 feet, thence with the Lands of James C. Johnson, Jr. as recorded among the said Land Records in Liber L.N.P. No. 1922, Folio 468.
2. S 38°06'59"E-310.27 feet to intersect the west side of a 30 foot wide drive with use in common, thence binding along said west side of 30 foot wide drive.
3. S51°00'00"W-358.87 feet to the north side of the aforesaid Elkridge Landing Road, thence binding along the north side of said Elkridge Landing Road, the six following courses and distance viz:
 4. By an arc curving to the left with radius of 3030.00 feet with the arc length distance equal to 1.06 feet said arc subtended by chord bearing N 32°50'04"W-1.06 feet,
 5. N 32°50'40"W-83.82 feet,
 6. N 57°09'20"E-10.00 feet,
 7. N 32°50'40"W-20.00 feet,
 8. S 57°09'20"W-10.00 feet, and
 9. N 32°50'40"W-56.45 feet to the place of beginning.

Containing 1.881 acres of land, more or less

Beginning for the second at a point on the southeasterly line of a 30 foot road running northeasterly from Elkridge Landing Road, said point being also located S 24°01'38"W-1493.63 feet, S 65°58'22"E-162.32 feet and N 47°25'19"E-370.01 feet from the end of the first line of the land described in the Deed from Linda A Benson et al to Dorothy G. Pfeiffer and Rudolph M. Pfeiffer, her husband, dated June 8, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 475, Folio 168, thence from said beginning point running along the southeasterly line of said 30 foot road,

WPA

PROPERTY DESCRIPTION

1. N 47°25'19"E-185.01 feet, thence leaving said road and binding along part of the second line of the herein above referred to conveyance,
2. S 32°56'23"E-238.82 feet to the end of the second or N 47°25'19"E-185.01 foot line of that parcel of land which by deed dated April 10, 1961 was conveyed by Clifton D. Glenn and wife to Edward Glenn, Jr. and wife and recorded among the aforesaid Land Records in Liber No. 1474, Folio 489, thence binding reversely along said second line,
3. S 47°25'19"W-185.01 feet to intersect the fourth or N 32°56'23"W-477.64 foot line of the first hereinabove mentioned conveyance, at a point distant 238.82 feet from the end thereof, thence binding along part of said fourth line,
4. N 32°56'23"W-238.82 feet to the place of beginning.

Containing 1.000 acres of land, more or less.

Together with the right to use in common with others the 30 foot road binding along the westernmost lot line of the lot of ground herein above described which runs in a northeasterly direction from Elkridge Landing Road.

Handwritten signature or initials

416
10-50

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 190666

RECORDED IN LIBER 328 FOLIO 262 ON Nov. 19, 1974 (DATE)

1. DEBTOR

Name Annapolis Bendix Sales & Service, Incorporated T/A F & B Appliances

Address 1991 West Street Annapolis, MD 21401

2. SECURED PARTY

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 type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Please amend Secured Party's name to read: RECORD FEE 10.00
 Transamerica Commercial Finance Corporation POSTAGE .50
#314650 C777 R03 T15:18
03/20/89

Please amend Secured Party's address to read: H. ERLE SCHAFER
 5740 Executive Dr. P.O. Box 3296 Baltimore, MD 2122800. CIRCUIT COURT

1050

Dated June 7, 1988

Louie M. Bolly President

SIGNATURE OF DEBTOR
Louie M. Bolly, President

D.R. Williams, Jr. Branch Operations Manager

Type or Print Above Name of Debtor

UNIFORM COMMERCIAL CODE

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

10.50

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 224243

RECORDED IN LIBER 400 FOLIO 578 ON April 16, 1979 (DATE)

1. DEBTOR

Name ABC Appliance Sales & Service Inc.

Address 6 Mayo Rd. Edgewater, MD 21037

2. SECURED PARTY

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 <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: Amendment XXX <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>	
	<p>PLEASE AMEND SECURED PARTY NAME TO READ:</p> <p>TRANSAMERICA COMMERCIAL FINANCE CORPORATION</p> <p>The name of Borg Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation</p> <p>Please amend Secured Party's address to read:</p> <p>5740 Executive Dr. P.O. Box 3296 Baltimore, MD 21228</p> <p>Please amend Debtor's name to read:</p> <p>ABC Appliance Sales & Service, Inc.</p> <p>Please amend collateral description to read:</p>		<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#314660 0777 R03 T15:19</p> <p>03/20/89</p> <p>H. ERLE SCHAFER</p> <p>CIRCUIT COURT</p>
	<p>All Inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions (hereinafter called "Inventory"); All accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor (hereinafter called "Accounts"); All equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; All reserves, however created, of Debtor in the possession or control of Secured Party; All of Debtor's rights to any rebates, discounts, credits, factory holdbacks and incentive payments which may become due to Debtor by the manufacturer or distributor with respect to any of the Inventory; All proceeds from all or any part of the above described Collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the Collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.</p>		

16.50
Date 8/26/88
X Frank Lowman, III
SIGNATURE OF DEBTOR

(Signature of Secured Party)
D.R. Williams, Jr. Branch Operations Manager

Frank Lowman, III
Vice President

SIGNATURE OF DEBTOR

PLEASE SIGN AND DATE

needed on Thornton

276678

539 PAGE 133

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Walter L. Thornton
Vera A. Thornton

7662 W.B. and A. Road
Severn, Maryland 21144

SECURED PARTY

RECORD FEE 12.00
POSTAGE *CK* .50
#314640 0777 R03 T15:18
03/20/89
P. EARLE SCHAFER
AA CO. CIRCUIT COURT

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

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

1989 Imperial Homes Corp., Sovereign 1814 Mobile Home
60 X 28, Beige, Serial # IH892889A/B

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

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

Debtor

Walter L. Thornton

Vera Ann Thornton

Secured Party

JOHN HANSON SAVINGS BANK FSB

By *Cj. Goggin*

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc. which has been assigned to John Hanson Savings Bank FSB.

1250

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

DEBTOR
Maryland Temporary Girl, Inc.

 (Name)
170 Jennifer Rd., Suite 310

 (Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Peggy A. Hall

 (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)

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

RECORD FEE 11.00
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT
 POSTAGE .50
 #314630 0777 003 T15:13
 03/20/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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)
Maryland Temporary Girl, Inc. (Seal)
 _____ (Seal)
 (Signature)
John R. Chandonnet, President

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

Handwritten initials

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF _____

Seller is Secured Party

FINANCING STATEMENT

1. Debtor(s):

JONG H. LEE
 Name or Names—Print or Type
 10281 Turcany Road, Ellicott City, Maryland
 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:

Bergman Cleaners, Inc.
 Name or Names—Print or Type
 7304 Parkway Dr. Hanover, Md 21076
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 All fixtures, equipment and machinery located in Bergman Cleaners at both BWI Commerce Park and Deep Run Shopping Center.

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

RECORD FEE 11.00
 POSTAGE .50
 #314440 0777 R03 T15:03
 03/20/89

5. If collateral is crops, describe real estate.

CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Debtor(s):

SECURED PARTY:

Jong H. Lee
 (Signature of Debtor)

JONG H. LEE
 Type or Print

 (Signature of Debtor)

 Type or Print

BERGMAN CLEANERS, INC.
 (Company, if applicable)

by Jin P. Ho
 (Signature of Secured Party)

Jin P. Ho
 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 Robert J. Yerman, Esquire, 5 Light Street, 11th Floor,
 Lucas Bros. Form F-1 Baltimore, Maryland 21202

1750

MARYLAND FINANCING STATEMENT

BOOK 539 PAGE 136

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

276681

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

1. LESSEE Metro Express, Inc. CFSL 3286
(Name or Names)
889 B. Airpark Rd. Glen Burnie, MD. 21061
(Address)

LESSEE
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) of LESSOR 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) Toshiba 4121

RECORD FEE 11.00
POSTAGE .50
#314390 0777 R03 T15:00
03/20/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

LESSEE Metro Express, Inc.

By: Donald Cromer
Donald Cromer (Title)
Pres.

(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
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

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 2/7/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Marine Sports Inc.
Address 2822 Solomons Island Road Edgewater, Md. 21037

2. SECURED PARTY

Name C Credit Inc.
Address P.O. Box 1185, Hendersonville, TN 37077

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

ALL INVENTORY OF GOODS OF WHATEVER KIND OR NATURE HELD FOR SALE OR LEASE BY THE DEBTOR, INCLUDING BUT NOT LIMITED TO BOATS, BOAT TRAILERS, BOAT MOTORS, MARINE EQUIPMENT PARTS AND ACCESSORIES, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED OR IN THE POSSESSION, CUSTODY OF DEBTOR, AND ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS, ACCESSORIES AND ACCESSIONS THERE TO AND THEREOF, AND ALL OTHER GOODS USED OR INTENDED TO BE USED IN CONJUNCTION THEREWITH, ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, AND GENERAL INTANGIBLES NOW OWNED OR HEREAFTER EXISTING IN FAVOR OF OR ACQUIRED BY DEBTOR, AND ALL PROCEEDS FROM ALL OR ANY PART OF THE ABOVE DESCRIBED COLLATERAL INCLUDING BUT NOT LIMITED TO INSURANCE PROCEEDS PAYABLE BY REASON OF LOSS OR DAMAGE TO ANY OF THE COLLATERAL, CASH, GOODS, EQUIPMENT INSTRUMENTS, ACCOUNTS, CHATTEL PAPER, CONTRACT RIGHTS, GENERAL INTANGIBLES, REPLACEMENT INVENTORY OR OTHERWISE.

RECORD FEE 11.00
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03/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Not Subject to Recordation Tax

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

Louis B. Alcamo
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Stewart Crivickshank
Type or Print Above Signature on Above Line

11 00 50

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
ARINC Research Corp. 2551 Riva Road Annapolis, Maryland 21401	First Chicago Leasing Corp. Two First National Plaza Chicago, IL 60670 (Liber 401 Page 190)	RECORD FEE 10.00 H. ERLE SCHAFER AA CO. CIRCUIT COURT POSTAGE .50 #315590 0777 R03 T11:09 APR 21 1979 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. 224438, 20308		
Filed with Anne Arundel County Date Filed April 20 19 79		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still in effect. 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:		
First Chicago Leasing Corporation		
By: _____	By: <u>J. Feiger</u> Leasing Officer	
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical (6) STANDARD FORM - FORM UCC-3		

STATE OF MARYLAND

BOOK 539 PAGE 139

County

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259529

RECORDED IN LIBER 492 FOLIO 329 ON December 9, 1985 (DATE)

1. DEBTOR

Name Young M. Kim

Address Crain Highway and Hospital Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name Shell Oil Company

Address Post Office Box 1703, Atlanta, Georgia 30371

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

H. ERLE SCHAFFER
AA CO. CIRCUIT COURT
RECORD FEE 10.00
POSTAGE .50
#315800 CT77 R03 T11:12
03/21/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Dated 1/16/89

155

SHELL OIL COMPANY

By: [Signature] (Signature of Secured Party)

R.L. HENRY

Type or Print Above Name on Above Line

276686

539 140

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)

DIDOMINIC TAMMY A.
SOMMERS WILLIAM R.
PATUXENT MH ESTATES LOT #20
LOTHIAN MD 20711

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

CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL, MD 20707

3 The Debtor is a transmitting utility

4 For Filing Officer Date, Time No Filing Office

RECORD FEE 12.00

POSTAGE *OK* .50

#315620 0777 R03 T11:14

03/21/89

H. ERLE SCHAFER

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

1989 IMPERIAL

SERIAL # 892804

REGAL

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

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

WOODBRIIDGE, 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)

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 It 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).

DIDOMINIC TAMMY A.

SOMMERS WILLIAM R.

CHESAPEAKE MH OF LAUREL, MD

By

Tammy A. Didominic
Signature(s) of Debtor(s)

By

William R. Sommers
Signature(s) of Secured Party(ies)

(3/83)

(1) Filing Officer Copy—Numerical

12-50

(Required only if Item 10 is checked)

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

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) WEBER BARBARA A. SUMMERHILL MHP LOT #1 CROWNSVILLE MD 21032		2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. P.O. BOX 288 MILLERSVILLE, MD 21108		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1988 HOLLY PARK SERIAL # 10627 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) 22 CO. CIRCUIT COURT GREEN TREE ACCEPTANCE INC. 2200 DPITZ BOULEVARD SUITE 245 WOODBIDGE, VA 22194		4 For Filing Officer Date, Time No Filing Office RECORD FEE 11.00 #315650 0777 R03 T11:15 CK 03/21/89 H. ERLE SCHAFER	
8 Describe Real Estate Here		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)		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:			
<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		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records		<input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
No & Street Town or City County Section Block Lot		WEBER BARBARA A. CHESAPEAKE MOBILE HOMES, INC.			
By <i>Barbara Ann Weber</i> Signature(s) of Debtor(s)		By <i>Diana Rubenstein, Agent</i> Signature(s) of Secured Party(ies) (Required only if item 10 is checked)			

(1) Filing Officer Copy - Numerical 50
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

4. <input type="checkbox"/> Filled for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented: 0
1. Debtor(s) (Last Name First) and address(es) Charles G. Arnold dba Hydro Clean 328 South Carolina Avenue Pasadena, MD 21122	2. Secured Party(ies) and address(es) BayBank Middlesex 313 Speen Street Natick, MA 01760	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #315680 0777 R03 F11:17 OK 03/21/89
7. This statement refers to original Financing Statement No. <u>265117</u> filed (date) <u>12-15-86</u> with <u>H. ERLE SCHAEFER</u> <u>County Circuit</u> <u>MA CH. CIRCUIT COURT</u> <u>Court Clerk</u>		
8. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective. <input type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. <input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: <input checked="" type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below: <input type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required) <input type="checkbox"/> F. Other ASSIGNEE: Robert Beck HC63 Box 76, Forest Road East Alstead, NH 03602		
76.50 By	BayBank Middlesex By <u>Joseph Sacha VP</u>	Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies) Filing Officer Copy — Alphabetical Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

276689

BOOK 539 PAGE 143

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

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) DS & Associates, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 52-1588385	
1B. MAILING ADDRESS 326 1st Street, Suite 29		1C. CITY, STATE Annapolis, Maryland	1D. ZIP CODE 21403
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) T/A Bay Yacht Agency		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Transamerica Commercial Finance MAILING ADDRESS 2401 Plum Grove Road, #118, P. O. Box 1416 CITY Palatine, STATE Illinois ZIP CODE 60067		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

ALL INVENTORY OF GOODS OF WHATEVER KIND OR NATURE... RECORD FEE 11.00 POSTAGE .50 #315770 0777 R03 111:10 03/21/89

RECORD FEE 11.00 POSTAGE .50 #315770 0777 R03 111:10 03/21/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT

7. CHECK IF APPLICABLE 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED 7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (c) ITEM: (1) (2) (3) (4)

8. CHECK IF APPLICABLE DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)

9. *E. Smith* PRESIDENT DATE: 3/9/89

SIGNATURE(S) OF DEBTOR(S) Eric Smith, President DS & Associates, Inc.

TYPE OR PRINT NAME(S) OF DEBTOR(S)

SIGNATURE(S) OF SECURED PARTY(IES) *M. Robertson*

TYPE OR PRINT NAME(S) OF SECURED PARTY(IES) Margaret Robertson, Admin. Assistant Transamerica Commercial Finance

11. Return copy to:

NAME	┌	T	└
ADDRESS	┌	2	└
CITY	┌	I	└
STATE	┌		└
ZIP CODE	┌		└

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

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(1) FILING OFFICER COPY FORM UCC-1 FILING FEE \$5.00 Approved by the Secretary of State

175

276690

BOOK 539 PAGE 144

County

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

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) Bay Yacht Agency		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 52-1588385	
1B. MAILING ADDRESS 326 1st Street, Suite 29		1C. CITY, STATE Annapolis, Maryland	1D. ZIP CODE 21403
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) DS & Associates, Inc.		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Transamerica Commercial Finance MAILING ADDRESS 2401 Plum Grove Road, #118, P. O. Box 1416 CITY Palatine, STATE Illinois ZIP CODE 60067		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

ALL INVENTORY OF GOODS OF WHATEVER KIND OR NATURE HELD FOR SALE OR LEASE BY THE DEBTOR, INCLUDING BUT NOT LIMITED TO BOATS, BOAT TRAILERS, BOAT MOTORS, MARINE EQUIPMENT, PARTS AND ACCESSORIES, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, AND ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS, ACCESSORIES AND ACCESSIONS THERETO AND THEREOF, AND ALL OTHER GOODS USED OR INTENDED TO BE USED IN CONNECTION THEREWITH; ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, AND GENERAL INTANGIBLES NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR; AND ALL PROCEEDS FROM ALL OR ANY PART OF THE ABOVE DESCRIBED COLLATERAL, INCLUDING BUT NOT LIMITED TO INSURANCE PROCEEDS PAYABLE BY REASON OF LOSS OR DAMAGE TO ANY OF THE COLLATERAL, CASH, GOODS, EQUIPMENT, INSTRUMENTS, ACCOUNTS, CHATTEL PAPER, CONTRACT RIGHTS, GENERAL INTANGIBLES, REPLACEMENT INVENTORY OR OTHERWISE.

RECORD FEE 11.00
POSTAGE .50
#315780 0777 R03 71123
03/21/89

7. CHECK IF APPLICABLE 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED

7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: (1) (2) (3) (4)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

8. CHECK IF APPLICABLE DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (a)

9. *Eric Smith* PRESIDENT DATE: 3/9/89
SIGNATURE(S) OF DEBTOR(S)

Eric Smith, President
Bay Yacht Agency
TYPE OR PRINT NAME(S) OF DEBTOR(S)

M. Robertson
SIGNATURE(S) OF SECURED PARTY(IES)

Margaret Robertson, Admin. Assistant
Transamerica Commercial Finance
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)

11. Return copy to:

NAME [REDACTED]
ADDRESS [REDACTED]
CITY [REDACTED]
STATE [REDACTED]
ZIP CODE [REDACTED]

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

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

No. of Additional Sheets Presented: 4

3. To be Recorded in Real Estate Records

Book: _____ Page: _____

1. Debtor(s) (Last Name First) and Address(es):
Chemtech Industries, Inc.
1655 Des Peres Road
St. Louis, Missouri 63131
(See attached Exhibit A for additional addresses.)

2. Secured Party(ies): Name(s) Address(es):
The Boatmen's National Bank
of St. Louis
One Boatmen's Plaza
800 North Market
St. Louis, Missouri 63101

4. For Filing Officer use only:

RECORD FEE 21.00
POSTAGE CK .50
#315790 C777 R03 T11:24
03/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. This Financing Statement Covers the Following Types (or Items) of Property:

See Exhibit A attached hereto.

COLLATERAL IS NOT SUBJECT TO RECORDATION TAX, THIS STATEMENT COVERS ACCOUNTS & INVENTORY. THE EQUIPMENT, MACHINERY, FIXTURES & Products of the Collateral are Also Covered.

6. Description of Real Estate: FURNITURE DOES NOT CREATE A SECURITY INTEREST

7. Name(s) of Record Owner(s):

This statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral:

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

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

The Debtor is a transmitting utility.

CHEMTECH INDUSTRIES, INC.

THE BOATMEN'S NATIONAL BANK
OF ST. LOUIS

Fletcher Anderson, Pres & Chief Executive Officer
By [Signature]
Signature(s) of Debtor(s)

Use whichever signature line is applicable.

Leo G. Haas, Sr. V.P.
By [Signature]
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

2150 Approved By: ROY D. BLUNT SECRETARY OF STATE
8851

EXHIBIT A

All Debtor's Inventory wherever located, including but not limited to Inventory located at the facilities listed below, and all documents of title evidencing or representing any part thereof, Accounts Receivable, Notes, drafts, acceptances, instruments, chattel paper, general intangibles and other forms of obligations and receivables of whatever nature now owned by Debtor as well as any and all thereof that may be hereafter acquired by Debtor, all returned and repossessed goods arising from or relating to any Accounts Receivable or other proceeds from any sale or other disposition of items of Inventory, all of Debtor's machinery, equipment, storage tanks (whether or not readily removable), furniture and fixtures, and all interest, dividends or other income, and all proceeds from the foregoing property and everything that becomes (or is held for the purpose of being) affixed to or installed in any of the foregoing property and all products of the foregoing property and all rights of Debtor as lessee under the leases described below:

Certain Inventory Locations:

Chemtech Industries, Inc.
1655 Des Peres Road
P.O. Box 31000
St. Louis, MO 63131

Chemtech Industries, Inc.
6301 N.E. Birmingham Road
Kansas City, MO 64117

Chemtech Industries, Inc.
2235 West Battlefield Road
Springfield, MO 68507

Chemtech Industries, Inc.
2701 Channel Avenue
Memphis, TN 38113

Chemtech Industries, Inc.
139 East Soper Street
St. Louis, MO 63111

Chemtech Industries, Inc.
Flourides/Harstan Products
3500 Missouri Avenue
East St. Louis, IL 62202

Chemtech Industries, Inc.
Electronic Grade Hydrofluoric
Acid Plant
3500 Missouri Avenue
East St. Louis, IL 62202

Chemtech Industries, Inc.
Anhydrous Caustic Soda
321 Bridge Street
Solvay, NY 13209

Chemtech Industries, Inc.
SSC
1550 East Taylor
Atlanta, GA 30344

Chemtech Industries, Inc.
Fairfield Chemical
Route 1, P.O. Box 20
Blythewood, SC 29016

Chemtech Industries, Inc.
Microelectronic Chemicals
137 West 157th Street
Gardena, CA 90248

Chemtech Industries, Inc.
6629 South Broadway
St. Louis, MO 63111

Chemtech Industries, Inc.
6532 South Broadway
St. Louis, MO 63111

Chemtech Industries, Inc.
7882-90 Folk Avenue
Maplewood, MO 63143

Ace Pool Car Inc.
977 West Cermak Road
Chicago, IL 60608

Midwestern Drum Service
1200 Bissell Street
P.O. Box 206
Venice, IL 62090

Inner Harbor Warehouse
Baltimore Commons Industrial
Center
7465 Candlewood Road
Hanover, MD 21076

Stauffer Chemical Co.
4570 Ardine Street
Southgate, CA 90280

Teledyne Cast Products
4200 West Valley Blvd.
Pomona, CA 91768

Alameda Chemical & Scientific
Inc.
9029 San Leandro Street
Oakland, CA 94603

Great Western Chemical Co.
7243 Coldwater Canyon
North Hollywood, CA 91605

Chemtech Industries, Inc.
6529 South Broadway
St. Louis, MO 63111

Chemtech Industries, Inc.
6700 South Broadway
St. Louis, MO 63111

Drumtech Incorporated
5200 Manchester Road
St. Louis, MO 63110

St. Louis National Stockyards
Warehouse
1 Jones Avenue
National Stock Yards, IL 62071

Fluorides Division
Ace Pool Car Inc.
7220 Santa Fe
Hodgkins, IL 60525

Essex Industrial Chemical, Inc.
5501 Pennington Avenue
Baltimore, MD 21226

Jones Chemical Co.
1401 West Del Amo Blvd.
Torrance, CA 90507

F & S Distribution Co., Inc.
4444 East 26th Street
Los Angeles, CA 90023

Orange County Chemical Co.
15120 Santa Ana Avenue
Fontana, CA 92335

Sunland Chemical & Res.
5440 San Fernando Road
Los Angeles, CA 90039

A-International Dist. Corp.
7198 Mykawa
Houston, TX 77033

Southern Pacific Railroad Siding
El Paso, TX

Mathieu Chemical Corp.
5 Mathews Avenue
Riverdale, NJ 07457

MacDermid Inc.
(Frey Industries)
29 Riverside Avenue
Newark, NJ 07104

Conrail Flexi-Flo Terminal
125 South County Road
Croxtton, NJ 07047

PVS Chemicals
55 Lee Street
Buffalo, NY

Chessie TBS Chemical
Chessie Queens Gate Yard
Cincinnati, OH

E & F King & Co. Inc.
640 Pleasant Street
Norwood, MA 02062

GAF Corporation
Sims Chapel Road
Spartanburg, SC 29304

The Heritage Condominium (A-2)
Myrtle Beach, SC

CSXT Bids Terminal
38th and Jackson Streets
Philadelphia, PA

A-1 Barrel Company
6035 Kansas Ave.
Kansas City, KS 66111

Coffeyville Re-Con Inc.

Universal Terminal Warehouse
11211 Petal Street
P.O. Box 550789
Dallas, TX 75355

Occidental Chemical Corp.
1000 Tidal Road
Deer Park, TX 77536

O M I International
(Frey Industries)
29 Riverside Avenue
Newark, NJ 07104

Frey Industries
29 Riverside Avenue
Newark, NJ 07104

Van Brunt Port Jersey Warehouse
Building 302
Craneway Street
Port Newark, NJ 07114

Nurry-Britghen Warehouse
621 Britghen Avenue
Syracuse, NY 14210

CSXT Bids Terminal
2700 West Third Street
Cleveland, OH 44113

Savage Western Transportation
Railroad Track 15
Big Pace Industrial Park
Pasco, WA

SIP
Highway 57
P.O. Box 18390
Spartanburg, SC 29318

Mount Vernon Mills, Inc.
Mill Street
Trion, GA 30753

CSXT Bids Terminal
1401 West 145th Street
East Chicago, IN 46312

Container Recycling Inc.
116 So. 12th Street
Kansas City, KS 66105

3 Fluorex

2410 Brown Street
Coffeyville, KS 67337

KM21 Carr Panamerica
Apartado Postal 1409
Ciudad Juarez
CHIH MEXICO

3500 and 3348 Missouri Avenue
Alorton, IL 62207

BOOK 539 PAGE 149

Certain Leases:

Lease by and between Linclay Corporation of St. Louis, as Lessor, and Debtor as Lessee of the real property located at 1655 Des Peres Road, St. Louis, Missouri 63131, dated June 23, 1981, as amended by that certain First Amendment to Lease dated June 23, 1981, by and between Linclay Corporation of St. Louis and Company, and as modified by the Starting Date Agreement by and between The Prudential Insurance Company of America, as successor in interest to Linclay Corporation of America, and Company

Lease by and between St. Louis Steel Casting, Inc., as Lessor, and Debtor as Lessee of the real estate located on East Soper Street, St. Louis, Missouri 63111

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): MR. GOODBUYS CORPORATION 5724 Governor Ritchie Hwy. Brooklyn Park, MD 21225	2. Secured Party(ies) Name(s) and Address(es): PROVIDENT NATIONAL LEASING CORPORATION Broad and Chestnut Streets Philadelphia, PA 19101	4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 POSTAGE GK .50 #315810 C777 R03 T11:25 03/21/89	

5. This Financing Statement covers the following types (or items) of property:
SEE ATTACHED EXHIBIT "A"

6. Assignee(s) of Secured Party and Address(es):
H. R. HALL
AA CO. CIRCUIT COURT

Products of the Collateral are also covered.

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:
5724 Governor Ritchie Hwy.
Brooklyn Park, MD 21225

9. Name of a Record Owner

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

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):					
<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 Baltimore County .01 <small>already subject to a security interest in another jurisdiction:</small> <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 MR. GOODBUYS CORPORATION Signature(s) of Debtor(s) **Chief Financial Officer**
 (1) FILING OFFICER COPY - NUMERICAL
 (3/83)

By PROVIDENT NATIONAL LEASING CORPORATION Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

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

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Page 1 of 1

Forming a part of documents related to equipment lease agreement number 1709.01

Between MR. GOODBUYS CORPORATION
Lessee and PROVIDENT NATIONAL LEASING CORPORATION

Quantity Manufacturer Description

5724 Governor Ritchie Highway
Brooklyn Park, MD 21225

One (1) 9600 MPX Paradyne Modem
One (1) 2400 FDX Paradyne Modem
One (1) 5294 001 Remote Control Unit with upgrade feature 2550

INITIAL
<i>JS</i>

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276693

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

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

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

This financing statement Dated As of 3/13/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT L. SAULS, II dba CAPITAL FOOD SERVICE
Address 107 WALLACE MANOR ROAD EDGEWATER, MARYLAND 21037

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION
Address 5055 NATURAL BRIDGE ST. LOUIS, MISSOURI 63115

Person And Address To Whom Statement Is To Be Returned 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) NATIONAL SERIES VENDING MACHINE: 96071. I-146-02/

CK RECORD FEE 1.20
RECORD FEE 10.80
#315820 C777 R03 T11:26
03/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

INVOICE#

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)

ROBERT L. SAULS, II dba CAPITAL FOOD SERVICE

(Signature of Debtor)
Type or Print Above Name on Above Line
Robert L. Sauls, II, Owner
(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

(Signature of Secured Party)
NORBERT W. ORF, CONTROLLER
Type or Print Above Signature on Above Line

12

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 National Refractories and Minerals
Address 7 Riggs Avenue, Severna Park, MD 21146

2. SECURED PARTY

Name United States Leasing Corp
Address 733 Front St MS 51/RH
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 NEC Bit V with all accessions and attachments thereto and all replacements of and all substitutions therefore for said equipment in whole or in part.
L#01-071722-001 S#091128 Lease dated 12/30/88

Name and address of Assignee
CK RECORD FEE 11.00
POSTAGE .50
#315850 0777 R03 T11:27
03/21/89

This filing is for precautionary purposes in connection with an equipment leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RECORDATION TAX IS NOT REQUIRED PER 12-108 (K) (5)
CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered) but w/o power of sale

(Products of collateral are also covered)

by [Signature] Vice-Pres.
(Signature of Debtor)

NATIONAL REFRACTORIES AND MINERALS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

UNITED STATES LEASING CORP
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

BOOK 539 PAGE 154

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269648

RECORDED IN LIBER 517 FOlio 338 ON 09/08/87 (DATE)

1. DEBTOR

Branham, John E. and Branham, Lucille M. d/b/a:
Name Branham Contractors, Inc.
Address 8133 Hog Neck Road, Pasadena, MD 21122

2. SECURED PARTY

Name AMCA International Finance Corporation
Address 200 Executive Drive, Brookfield, WI 53005
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
Rita L. Kehlert, Granite Finance Corporation, P.O. Box 51265, New Berlin, WI 53151
H. ERLE SCHAFER
Person And Address To Whom Statement Is To Be Returned If Different From Above AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#315860 CTTY R03 711+28
03/21/89

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>
---	--

The secured party certifies that it has assigned all of its rights under the above referenced financing statement to: Granite Finance Corporation, 2775 South Moorland Road, New Berlin, WI 53151. The collateral assigned is: one (1) 1987 Speedstar Model SQD-275 Tophead Drill Rig, S/N 101322, mounted on 1987 IH Navistar 1954 4x2 truck, S/N 1HTLD7VN7HH486068, equipped with IH DT-466 (210 HP) diesel engine, S/N 000506162, front flotation tires, air brakes and hubometer. Drill rig equipped with 29' mast, Gardner-Denver FG-FXG 5x6 mud pump, S/N 912615, Joy 275 screw compressor, S/N 216830, rod carrying rack, sandreel with 500' of cable, lockable console cover, 10,000 lb. 12V front mounted winch with 100' of 3/8" cable, hydraulic leveling jacks, 7500 lb. hydraulic winch w/pipe loader and jib boom, breakout wrench, operating tools and 25 ea. drill pipe, 2-7/8"x20" with 2-3/8" mayhew jr. joints together with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof. This financing statement covers a purchase money security interest created under a conditional sales contract and falls within the exception contained in MD. ANN. CODE art 81, & 277(2)(ii)(5) (1984).

Dated March 9 1989

Raymond J. Jones
(Signature of Secured Party)

AMCA International Finance Corporation
Type or Print Above Name on Above Line

1152

539 155

STATE OF MARYLAND

276038/2

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR/Lessee

Name United Title Inc.
Address 523 Benfield RD Serverna Park MD 21146

2. SECURED PARTY Lessor

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

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

3. Maturity date of obligation (if any) _____

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

(See attached Equipment Addendum)

Name and address of Assignee
RECORD FEE 11.00
POSTAGE *CK* .50
#315880 0717 R03 T11:29
03/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

CHECK THE LINES WHICH APPLY

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

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

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

United Title Inc.
Matthew Evans
(Signature of Debtor) Lessee

Matthew Evans
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

Randall Rosenthal
(Signature of Secured Party) Lessor

Type or Print Above Signature on Above Line

1150

This Addendum is attached to and made part of an Equipment Lease Agreement executed between Eaton Financial Corporation, Lessor and United Title Inc. Lessee, dated 02/24/89

- 1) Everex 80286 Microprocessor w/ Seagate 251-1 40 MEG Hard Drive 2 megabytes of Ram - Color Card 1.2 MG Floppy 14" Packard Bell CGA Monitor 101 Keyboard 4 Arcnet cards S# 27879
- 1) XT-8088 Microprocessor W/ 640K Ram Color Card 1 Floppy Drive 14" color packard Bell screen CGA ARC NET card 101 keyboard S# 8120868
S# 025736729
S# 81104168
- 1) XT-8088 Micro processor W/640 K Ram 14" Packard Bell Screen 1 Floppy Drive Arcnet Card S# 0257350087
S# 81101334
- 1) Hewlett Packard Series II Laser Printer, S# 2943A47963
- 1) Novell advanced Networking hardware and software
- 1) Black Letter League Software

United Title Inc.

X Lessee

X By

Matthew S. D.

Date

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:

6719624

Name Atlantic Automotive Service

Address 1920-1922 West Street Unit H/I, Annapolis, Md. 21401

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 71, South Station

Framingham, Massachusetts 01701

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

3. Maturity date of obligation (if any) _____

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

2-Nussbaum STL 7000 Overhead Lifts S.N. #31557, 31530
1-Champion VR5 Compressor

RECORD FEE 13.00
POSTAGE .50
#315870 0777 R03 T11:28
03/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

For Authorization See Attached Lease

(Signature of Debtor) LESSEE:

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

13.50

Date



EATON FINANCIAL CORPORATION
AND SUBSIDIARY, THE LEASE FACTOR, INC.

The Beaumont Building • P.O. Box 9104 • Framingham, MA 01701 • Tel. (617) 620-0099

6719624

NAME AND ADDRESS OF LESSEE
(Complete Legal Name)
ATLANTIC AUTOMOTIVE SERVICE
1920-1922 WEST ST. UNIT H/I
ANNAPOLIS, MD 21401

SUPPLIER OF EQUIPMENT (Complete Address)
AUTOMOTIVE SERVICE EQUIPMENT
7105 G H CARLAND MILLS RD
COLUMBIA, MD 21046

PERSON TO CONTACT: JERRY
TELEPHONE NO: (301) 224-3013

SALESPERSON: BRAN
TELEPHONE NO: (301) 621-8814

DESCRIPTION OF EQUIPMENT LEASED / (include make, year model, identification and model numbers or marks)

2 - NUSSBAUM STL 7000 OVERHEAD LIFTS # 31557 31530
1 - CHAMPINO VES COMPRESSOR

EQUIPMENT TO BE DELIVERED AND LOCATED AT
SAME

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING THE INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST <input type="checkbox"/> ONE <input type="checkbox"/> TWO <input type="checkbox"/> THREE <input type="checkbox"/> FOUR (OTHER) _____ MONTHS (OTHER) _____ MONTHS
		PAYMENT	TAX	OTHER		
36	36	304 ⁰⁰	18 ⁰⁰		1065 ⁷⁵	RECORD FEE 10.00 POSTAGE .50

ADDITIONAL PROVISIONS

2. **LEASE.** Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments as set forth above and on the Terms and Conditions stated herein AND ON THE REVERSE SIDE HEREOF LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all of the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease provided that LESSOR accounts to LESSEE for said payments at the termination of this Lease. THE AMOUNT OF EACH LEASE PAYMENT IS BASED UPON THE ESTIMATED TOTAL COST OF THE EQUIPMENT SHOWN ABOVE, INCLUDING, IF APPLICABLE, THE COST OF INSTALLATION THEREOF. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE, AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%).

3. **WARRANTIES.** LESSOR MAKES NO EXPRESSED OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgement and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages, and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery or non-performance of the Equipment. Any warranty by the SUPPLIER which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. **DELIVERY AND ACCEPTANCE.** The Equipment shall be shipped directly to the LESSEE, by SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENTS OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR:
AND SUBSIDIARY, THE LEASE FACTOR, INC.

by _____
Authorized Signature and Title

Atlantic Automotive Service LESSEE
by Jerome Harris
Authorized Signature and Title

Date

Date 2-27-89

5. USE. LESSEE shall use Equipment solely in the conduct of its business, and in a careful and proper manner, and will not assign this Lease or its interest hereunder. Additionally, the LESSEE, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

6. LOCATION. Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of LESSOR.

7. TIME. Time being of essence to this Lease, in the event that any Lease Payment(s) required to be made hereunder are not received by LESSOR within five (5) days from their due date, LESSEE agrees to pay in addition thereto a delinquency charge equal to five percent (5%) of the amount of said payment(s).

8. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSEE hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. INSURANCE. LESSEE shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of the total unpaid Lease Payments for the balance of the term of this Lease, plus an amount equal to twenty percent (20%) of the actual cost to LESSOR of such Equipment. LESSEE shall deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy naming the LESSOR as co-insured or loss payee with respect to the Equipment within twenty-one (21) days from the date of the execution by LESSOR of this Lease. In the event that the LESSEE fails to deliver to LESSOR a Certificate or other evidence regarding the coverage of the Equipment under a Property Insurance Policy as set forth above and within the time period as above stated, then LESSOR may procure such insurance, and LESSEE shall pay LESSOR a charge for said insurance.

LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage to the Equipment under the Property Insurance Policy.

LESSEE shall also carry public liability insurance for both personal injury and property damage covering the maintenance, use or operation of the Equipment, and said Public Liability Insurance Policy shall be in the name of the LESSOR and LESSEE and shall be in such form and contain such terms, amounts, and with such insurance companies satisfactory to LESSOR.

10. LAWS, TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to the use of the Equipment and shall save LESSOR harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, ordinance, rule or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by LESSEE at its own expense. LESSEE shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal (excluding, however, any taxes payable in respect to LESSOR'S income), which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of the Equipment. In addition, LESSEE shall pay LESSOR a charge for LESSOR'S handling or collecting of property and/or use taxes.

11. TITLE/RECORDING. Title to Equipment shall at all times remain in LESSOR. The LESSEE shall at all times keep the Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give LESSOR immediately written notice thereof and shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSEE authorizes LESSOR, its successors, assigns and lenders to LESSOR, to file a carbon, photographic or other reproduction of this Lease as a financing statement for the Equipment, and LESSEE further authorizes LESSOR in LESSEE'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Lease is not a true Equipment Lease Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and LESSEE will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of LESSOR.

12. DEFAULT. In the event LESSEE shall default in the payment, when due, of any Lease Payment, additional Lease Payment, or any other sums due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the other terms and conditions of this Lease or in the event of any default or breach of the terms and conditions of any other Equipment Lease Agreements or Rental Agreements between LESSEE and LESSOR, or if any execution or other process shall be issued in any action or proceeding against the LESSEE, whereby the said Equipment may be taken or distrained, or if the LESSEE shall enter into any agreement or composition with its creditors, or LESSEE becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of LESSEE of all or a substantial part of its assets is appointed with or without the application or consent of LESSEE, or a petition is filed by or against LESSEE under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by LESSEE of any of the terms of any loan or credit agreement, or default thereunder, or if the financial condition of the LESSEE'S business affairs shall so change as to, in LESSOR'S opinion, impair LESSOR'S Equipment or increase the credit risk involved, then and upon the happening of any of these event(s), LESSOR shall have the right to do any one or more of the following:

- (1) declare this Lease in default upon written notice to LESSEE, whereupon the entire amount of Lease Payments remaining to be paid over the balance of the Lease Term of this Lease of all Equipment then leased hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable, and
- (2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by LESSEE of the covenants and terms of this Lease and/or to recover damages for the breach thereof, and
- (3) terminate this Lease upon written notice to LESSEE, and
- (4) whether or not this Lease be so terminated, and without notice to LESSEE, repossess the Equipment wherever found, with or without legal process, and for this purpose LESSOR and/or its agents may enter upon any premises of or under the control or jurisdiction of LESSEE or any agent of LESSEE without liability for suit, action or other proceeding by LESSEE (any damages occasioned by such repossession being hereby expressly waived by LESSEE) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by LESSOR, as aforesaid, LESSEE shall remain liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

If LESSEE fails to redeliver any Equipment to LESSOR, or LESSOR is unable for any reason to effect repossession of any Equipment, or LESSOR in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE, as liquidated damages, for breach thereof under this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, together with all costs and expenses incurred by LESSOR as set forth herein.

LESSOR may also recover from LESSEE all costs and expenses, including, without limitation, reasonable attorney's fees incurred by LESSOR in exercising any of its rights or remedies hereunder.

LESSOR, at its option, may apply the advance Lease Payments against the LESSEE'S obligations under this Lease.

Any repossession, resale or re-lease of any Equipment by LESSOR shall not be a bar to the institution of litigation by LESSOR against LESSEE for damages for breach of this Lease, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against LESSEE shall not be a bar to LESSOR'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to LESSOR or repossessed by LESSOR pursuant to sub-paragraph (4) above, LESSOR may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-lease same for such term and upon such Lease Payment as shall be solely determined by LESSOR. In the event of the sale or re-leasing by LESSOR of any such Equipment, LESSEE shall be liable for, and LESSOR may forthwith recover from LESSEE as liquidated damages for breach of this Lease, and not as a penalty, in addition to the entire amount of unpaid Lease Payments pursuant to sub-paragraph (1) above, the sum of twenty percent (20%) of the actual cost to LESSOR of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of LESSEE'S default, less the proceeds of any sale or re-leasing of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-leasing, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, LESSEE hereby waives any rights now or hereafter conferred by statute or otherwise which may require LESSOR to sell, lease or otherwise use any Equipment in mitigation of LESSEE'S damages, as set forth in this Paragraph 12, or which may otherwise limit or modify any of LESSOR'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Lease is invalid or unenforceable in whole or in part, such determination shall not prohibit LESSOR from establishing its damages sustained as a result of any breach of this Lease in any action or proceeding in which LESSOR seeks to recover such damages or the return of its Equipment.

13. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of LESSOR to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by LESSOR of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damages occasioned by LESSOR'S taking possession of Equipment are hereby waived by LESSEE. LESSEE waives any right of venue and agrees that all legal, equitable, or arbitration actions between LESSEE and LESSOR can be brought in a court of competent jurisdiction at the sole election and determination of LESSOR, and LESSEE consents thereto.

14. RETURN OF EQUIPMENT. On termination or expiration of this Lease, or upon LESSEE'S default, LESSEE shall, at its own cost and expense, return the Equipment to LESSOR at an address specified by LESSOR in the same condition as received, reasonable wear and tear and normal depreciation excepted. The LESSEE shall, in addition to all other payments due to LESSOR under the terms of this Lease, pay to LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. RENEWAL. Unless LESSEE, sixty (60) days prior to the expiration of the Lease, notifies LESSOR in writing of its intentions to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. ASSIGNMENT. This Lease or any Equipment or any Lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR, without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR under this Lease, and LESSEE'S obligations under this Lease shall not be subject to any defense, offset or counterclaim available to LESSEE against LESSOR.

17. CONFLICTS. If any provision of this Lease is in conflict with any statute or rule of law of any state or territory wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Lease. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located. In all other respects, this Lease shall be governed by the Laws of the Commonwealth of Massachusetts.

18. NOTICES. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. CAPTIONS. Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. ACCESS. LESSEE shall, whenever requested, advise LESSOR of the exact location of the Equipment. LESSOR may, for the purpose of inspections, at all reasonable times, enter upon any job, building, or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE, if Equipment is, in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors and assigns, harmless from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Lease.

22. ENTIRE LEASE, CHANGES. This Lease contains the entire agreement between the LESSOR and LESSEE and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of LESSOR. Notwithstanding the foregoing, LESSEE hereby authorizes LESSOR, without further notice, to complete the description of the Equipment to be leased, the quantity thereof, and to fill in any blank spaces on this Lease, and to date this Lease. LESSEE shall pay LESSOR a charge for LESSOR'S documentation in connection with this Lease.

23. MISCELLANEOUS. This Lease shall be valid and enforceable when accepted in writing by LESSOR and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon LESSOR and LESSEE and their respective legal representatives, successors and assigns.

24. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

File No. _____

MARYLAND FINANCING STATEMENT

(all information must be typewritten or printed in ink)

- 1. (Not to Be) ~~(To Be)~~ Recorded in the Land Records
(strike inapplicable words)
- 2. The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland recordation tax.

<p>3. Name and address of debtor(s) Bay Country Rentals of Pasadena, Inc. 8017 Ft. Smallwood Road Baltimore, MD 21226</p>	<p>4. Name and address of secured party GrimmerSchmidt Corporation 1015 N. Hurricane Road P.O. Box 489 Franklin, IN 46131</p>
---	---

RECORD FEE 12.00
#315910 0777 R03 T11:33
03/21/89

5. Name of assignee of secured party: Eaton Corporation

Address: Eaton Center
Cleveland, OH 44114

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 6. This financing statement covers the following types (or items) of property:
All present and hereinafter acquired inventory of products manufactured, sold or distributed by GrimmerSchmidt Corporation or affiliate companies, including additions, attachments and substitutions thereto and proceeds thereof.

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) Bay Country Rentals of Pasadena, Inc. Secured Party GrimmerSchmidt Corporation
 By Michael Robert Sr. Title PRESIDENT By [Signature]
Michael A. Wist Sr. Vice President, General Manager
 (On above line, type or print name(s) of person(s) signing) (On above line, type or print name of person signing)

(Mr. Clerk: Return to Grimmer Schmidt Corporation at address shown in 4. above)

125

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: March 14, 1989

(xx) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Moon Lighting Electric Service, INC.

ADDRESS: 1654 Crofton Blvd.. #16
Crofton, MD 21114

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:

- 10-MAX020-02
The Contractor by Maxwell
- 20-ACE910-02
Acer 910 Business Computer
- And peripheral Equipment

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT
RECORD FEE 11.00
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .50
#315940 C777 R03 T11:34
03/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Secured Party:
~~DEBTOR(S)~~

Annapolis Federal Savings Bank
(Company Name)

BY: Kimberly A. Leonard

BY: *Kimberly A Leonard*

BY: _____

Debtor:
~~SECURED PARTY:~~

~~ANNAPOLIS FEDERAL SAVINGS BANK~~
Moon Lighting Electric Service, Inc.

BY: *Terrie Moon Secretary*
(Authorized Signature)

Terrie Moon, Secretary
(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

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

October 17, 19 88

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 249250, Liber 466, Page 268 Dated September 28, 1983

in the Office of Anne Arundel County
(County/City and State)

DEBTOR OR DEBTORS (name and address):

Name: Bernard C. & Dianne B. Bailey

Address: 391 Berkshire Drive

Riva MD 21140

RECORD FEE 10.00
POSTAGE .50
#405610 C237 R02 T11:21
03/21/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

Return To:
The Fountainhead Title Group
2660 Riva Road, Suite 110
Annapolis, Maryland 21401

Assistant Treasurer
(Title)

16⁰⁰
50

TO BE RECORDED AMONG THE
LAND RECORDS AND INDEXED
AMONG THE CHATTEL RECORDS

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 66,000.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel County

FINANCING STATEMENT

Frances L. Owens

Trading As Four Corners Tavern

1. Debtor(s)

Alan Abrams

2. Secured
Party

P. O. Box 32143, Baltimore, Maryland 21208

3. This Financing Statement covers the following types of property:
Liquor license number 0161 and the renewal thereof
All pertinent fixtures to the operation of the business

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

5. Proceeds of collateral are covered. N/A
Property known as 401 Highland Avenue, Anne Arundel County, MD 21225

6. Products of collateral are covered. N/A

RECORD FEE 12.00
POSTAGE .50
#406410 C237 R02 T15:03
03/21/89
BK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

BY Frances L. Owens

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

1200
50

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. 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): Creative Excellence, Inc. Address(es): 700 Melvin Avenue
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank
Attention: Lisa Edwards
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

Address: Department: AARU
Post Office Box 987, Mailstop _____
Baltimore, Maryland 21203

RECORD FEE 11.00
POSTAGE .50
#316590 0777 R03 111:17
03/22/89

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Creative Excellence, Inc.

Secured Party: Maryland National Bank

By: Michael Kinder, President (Seal)
Type name and title, if any

By: Mark T. Blizzard, Vice President (Seal)
Type name and title

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 371
Annapolis, Maryland 21404

1750

RETURN TO: GARY W. SCHILLER, FNB MORTGAGE, INC., 6000 EXECUTIVE BLVD., SUITE 508, ROCKVILLE, MARYLAND 20852

4

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MD

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

TROUTMAN-CLOHAN ASSOCIATES, A Virginia Partnership, 6045 Wilson Blvd. Arlington, Va 22205

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
FIRST WOMEN'S BANK OF MARYLAND	1800	ROCKVILLE PIKE	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)

The collateral is described on Exhibit A attached hereto. The real estate in which the collateral is located is described in Exhibit B attached hereto. The record owner of the real estate is Debtor.

(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.

RECORD FEE 17.00
POSTAGE CK .50
#517280 0345 R01 T15:30
03/22/89

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

William C. Clohan, Jr. (Seal)
William C. Clohan, Jr. (Corporate, Trade or Firm Name)

Dexanne B. Clohan Signature of Secured Party or Assignee
Dexanne B. Clohan attorney-in-fact

(Type or print name under signature)

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

13

This Financing Statement covers the following types of property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; all except for any right, title or interest therein held by any tenant under a lease or any property owned by a general contractor; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

C. 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 awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Deed of Trust and Security Agreement 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 Debtor to Secured Party in the amount of \$1,235,000.00. All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in EXHIBIT B attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

EXHIBIT B

All that Land situate in Anne Arundel County, Maryland and more particularly described as follows:

BEING known and designated as Lot No. 6, as shown on the Plat entitled "South River Spring Lakes, Section IV", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 33.

AND

BEING known and designated as Lot No. 33, IV as shown on Minor Subdivision Plat entitled, "South River Spring Lakes", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3773, folio 485.

AND

BEING known and designated as Lot No. 18, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 37.

AND

BEING known and designated as Lot No. 21, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 37.

AND

BEING known and designated as Lot No. 4, as shown on the Plat entitled "South River Spring Lakes, Section VI-Plat One", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

AND

BEING known and designated as Lot No. 7, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat One", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

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 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 \$408,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. <u>Debtors Names</u>	<u>Address</u>	
George C. Theriault	3 Southgate Court	RECORD FEE 14.00
Florence B. Theriault	Annapolis, Maryland 21403	POSTAGE .50 03/23/89
6. <u>Secured Party</u>	<u>Address</u>	
The Annapolis Banking and Trust Company	Church Circle Annapolis, Maryland 21401	H. ERLE SCHAFER AA CO. CIRCUIT COURT

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) 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 (any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated March 21st, 1989 from Debtor to John M. Suit, II and David D. Truitt, Trustees (the Purchase Money 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 Purchase Money 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.

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

142

AB004.68

DEBTOR:

George C. Theriault

GEORGE C. THERIAULT

Florence B. Theriault

FLORENCE B. THERIAULT

SECURED PARTY:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

John M. Suit, II

BY: JOHN M. SUIT, II (SEAL)
Executive Vice President

Mr. Clerk: Please return to Pat Weiss, P.O. Box 1911,
Annapolis, Maryland 21404.

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Unit Numbered N4 and N5 of a Condominium Regime known as "THE RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, as shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE II, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 39, Pages 44 through 46, Plat Nos. E-1944 and E-1946, all inclusive, and First Amendment to Declaration dated November 21, 1988 and recorded on November 21, 1988, in Liber 4740, folio 309, and First Amendment to Renard Court Condominium By-Laws, dated February 2, 1989 and recorded among the Land Records in HES 4787, folio 235, all among the Land Records of Anne Arundel County, Maryland.

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws and First Amendment to Declaration recorded among the aforesaid Land Records.

FINANCING STATEMENT

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL
COUNTY, MARYLAND

NOT SUBJECT TO RECORDATION TAX

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

1. Name and Address of Debtor: ComVest Properties, Inc.
900 19th Street, N.W., Suite 750
Washington, D.C. 20006
2. Name and Address of Secured Party: Perpetual Savings Bank, F.S.B.
c/o Perpetual Mortgage Company
1951 Kidwell Drive, Suite 400
Vienna, Virginia 22182-3930

Attention: Ralph G. Falcone
Assistant Vice President
3. This Financing Statement covers the following types (or items) of property:

All equipment, fixtures, furnishings, inventory and articles of personal property, general intangibles and all proceeds and products thereof, wherever located and whether now owned or hereafter acquired (hereinafter referred to as the "Personal Property") now or hereafter attached to or used in or about the building, buildings and other improvements and all modifications, additions, restorations and replacements thereof (such building, buildings and other improvements being hereinafter referred to as the "Improvements") now or hereafter placed or erected on the real property (hereinafter referred to as the "Land") described in Exhibit A attached hereto and by this reference made a part hereof which are necessary or useful for complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached or used, or which are or may be used in or related to the planning, development, financing, sale, or the operation thereof; all renewals, replacements or substitutions for any of the foregoing whether or not the same are or shall be attached to the Land or Improvements; all water and water rights, timber, crops, and mineral interests pertaining to the Land; all building materials and equipment now or hereafter delivered and intended to be installed in or on the Land or the Improvements; all plans and specifications for the Improvements; all contracts relating to the Land, the Improvements or the Personal Property, including without limitation, all Debtor's right, title and interest as seller in and to all contracts of sale pertaining to individual lots described in Exhibit A, and the improvements thereon or to be built thereon, together with any earnest money deposits payable thereunder; all deposits (including tenant's security deposits), bank accounts, funds, documents, contract rights, accounts, commitments, construction contracts, architectural agreements, engineering contracts, general intangibles (including, without limitation, trademarks, trade names and symbols), and instruments, notes or chattel paper arising from or related to the Land, the Improvements or the Personal Property; all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land, the Improvements or the Personal Property; all proceeds arising from or by virtue of the sale, lease or other disposition of all or any portion of the Land, the Improvements or the Personal Property; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Land, the Improvements or the Personal Property; all proceeds arising from the taking of any of the Land, the Improvements or the Personal Property or any rights pertinent thereto by condemnation, right of eminent domain or by private or other purchase in lieu

RECORD FEE CK 25.00
POSTAGE .50
#3 116:04
03/23/89
H. ERLE SCHAFER
CIRCUIT COURT

25.50

thereof including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; all right, title and interest of Debtor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including without limitation, cash or securities deposited pursuant to contracts of sale or leases to secure performance by the vendees or lessees of their obligations thereunder; all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; all rights, hereditaments and appurtenances pertaining to the foregoing; all rights and interests of Debtor arising under the partnership agreement creating and governing Debtor, including without limitation, the rights to receive contributions or other payments of money or property owing to Debtor by any of the partners of Debtor; and all other interest of every kind and character that Debtor now has or at any time hereafter acquires, in and to the Land, the Improvements and the Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Debtor with respect to such property. If the estate of Debtor in any of the above-described property is a leasehold estate (hereinafter referred to as the "Leasehold Estate"), the lien created hereby shall encumber all additional title, estate, interest, and other rights which may hereafter be acquired by Debtor in the property demised under the lease creating the Leasehold Estate.

ALSO:

- (a) All fidelity bonds, performance bonds, insurance policies and binders for insurance and claims for losses thereunder;
- (b) All permits, licenses and approvals from state, federal and local authorities of any type, and all rights of Debtor now or hereafter to receive utility services;
- (c) All warranties on any personal property of Debtor conveyed by Debtor to Secured Party;
- (d) All right, title and interest, if any, of Debtor in and to all site plans, drawings, plans, specifications and studies prepared by all architects, all reports, surveys and studies made by all engineers, and all other plans, soil test reports, specifications, engineering plans and reports and any other architectural or engineering data used or useful in connection with the construction of any of the Improvements.
- (e) All certificates of occupancy;
- (f) All termite bonds, reports and servicing contracts;
- (g) All deposits or prepayments of any type for any purpose made by Debtor or anyone on its behalf;
- (h) All unpaid rents;
- (i) All rights but none of the obligations of Debtor under any financing commitment in favor of Debtor;
- (j) All proceeds and rights to all proceeds in any threatened or pending condemnation or proceedings in lieu thereof;
- (k) All causes of action of Debtor against anyone now or hereafter arising which involve the Improvements, provided none of the obligations of Debtor are assigned in connection with such causes of action; with Debtor expressly agreeing to remain liable for such obligations and, at the request of Secured Party, to prosecute such causes of action in its own name;

- (l) All surveys;
- (m) All rights and interests of Debtor under any sales agreement or any other agreement for the conveyance of all or any part of the Land, Improvements or Personal Property, together with any earnest money deposits now or hereafter delivered to Debtor, or any sales agent of Debtor; and
- (n) All rights and interests of Debtor under any construction, engineering, architectural or management contract to which site development, Debtor is a party.

All proceeds of the collateral and products of the collateral described herein are also covered.

Executed and delivered under seal this 21st day of March, 1989.

DEBTOR:

ATTEST:

COMVEST PROPERTIES, INC., a District of Columbia corporation

Francis T. Quinn, Jr.
 Signature
Francis T. Quinn, Jr.
 Printed Name
Secretary
 Title

By: Stanley I. Marks (SEAL)
 Signature
Stanley I. Marks
 Printed Name
President
 Title

(Corporate Seal)

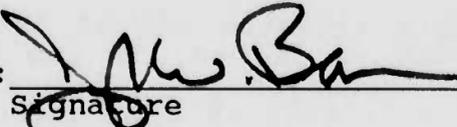


[Signatures continued on following page]

[Signatures continued from prior page]

SECURED PARTY:

PERPETUAL SAVINGS BANK, F.S.B.

By:  (SEAL)
Signature

dw JOSEPH W. BARR
Printed Name

SR. VICE PRESIDENT / TREASURER
Title

L879-007.FS2
03209/LR

EXHIBIT "A"

LEGAL DESCRIPTION
PROPERTY OF
HENRY F. AND FLORENCE I. SACKER
LIBER 2227, FOLIO 482
TAX MAP 8, BLOCK 4, PARCEL 102
FIFTH ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the westerly side of Ridge Road (30 feet wide) marking the end of the 1st or South 20° 03' West 332.08 feet line described in a conveyance to Mark E. Handschuh, et ux, recorded among the Land Records of Anne Arundel County, Maryland in Liber 3774 at Folio 885; thence leaving said 1st line and binding on the westerly side of said Ridge Road, as now surveyed

1. South 11° 13' 23" West, 467.63 feet to a point; thence leaving said road and binding on a part of the 1st or North 82° 14' West 877.90 feet line described in a conveyance to Henry F. Sacker, et ux, recorded among the aforesaid Land Records in Liber 2227 at Folio 482, as now surveyed, and on land now or formerly Lester C. Hause, et ux, (Liber 772, Folio 91)
2. North 89° 09' 56" West, 864.11 feet to a concrete monument found; (passing in transit a concrete monument found at the end of 7.44 feet); thence binding on all of the 2nd line described in said Liber 2227, Folio 482, as now surveyed, and still on land now or formerly of Lester C. Hause, et ux,
3. South 27° 28' 36" West, 302.87 feet to an iron pipe found; thence binding on all of the 3rd and 4th lines described in said Liber 2227, Folio 482, as now surveyed, and on land now or formerly of Andrew M Hudson Jr., et al, (Liber 3449, Folio 503)
4. North 40° 46' 00" West, 82.27 feet to a concrete monument found; thence
5. North 73° 29' 34" West, 429.98 feet to an iron bar found; thence binding on all of the 5th line described in said Liber 2227, Folio 482, as now surveyed, and on land now or formerly of William A. & Shirley F. Smith (Liber 583, Folio 11)
6. North 84° 59' 40" West, 317.00 feet to a point; thence binding on all of the 6th and 7th Lines described in said Liber 2227, Folio 482, as now surveyed, and on land now or formerly of Peter L. Lisowsky, et ux (Liber 1252, Folio 585)
7. North 12° 00' 20" East, 591.29 feet to a concrete monument found; thence

8. North 14° 03' 20" West, 133.25 feet to a concrete monument found; thence binding on all of the 8th line described in said Liber 2227 at Folio 482, as now surveyed, and with the southwesterly line of Lot 4, Block -A- Bentwoods Road and Lot 5, Block -B- as shown on a plat of " BENTWOODS " recorded among the aforesaid Land Records in Plat Book 43 at Folio 43
9. South 52° 56' 10" East, 506.22 feet to a concrete monument found; thence binding on all of the 9th, 10th, 11th, 12th and 13th lines described in said Liber 2227 at Folio 482, as now surveyed, and with the southeasterly, northeasterly and southwesterly lines of Lots 2 thru 5 and Recreation Area all in Block -B- as shown on the aforementioned plat recorded in Plat Book 43 at Folio 43
10. North 59° 40' 09" East, 199.92 feet to a point located South 27° 17' 35" West 0.71 feet from a concrete monument found; thence
11. North 30° 19' 51" West, 175.00 feet to a point located South 66° 58' 23" West, 1.35 feet from a concrete monument found; thence
12. North 59° 40' 09" East, 224.91 feet to a concrete monument found; thence
13. South 50° 15' 22" East, 141.65 feet to a concrete monument found; thence
14. North 62° 51' 10" East, 462.04 feet to an iron pipe found; thence binding on all of the 14th line described in said Liber 2227 at Folio 482, as now surveyed, and on land now or formerly of Agnes C. Ozminski (Liber 2300, Folio 446)
15. South 43° 36' 30" East, 461.73 feet to an iron pipe found; thence binding reversely on all of the 2nd line described in said Liber 3774, at Folio 885, as now surveyed, and on land now or formerly of Mark E. Handschuh et ux
16. South 79° 02' 22" East, 270.06 feet to the point of beginning, (passing in transit a concrete monument found at the end of 269.43 feet) containing 26.80563 acres of land.

BEING a part of the same land described in a conveyance from Wilbert T. Diffendall to Henry F. Sacker and Florence I. Sacker, his wife, by deed dated December 3, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2227 at Folio 482.

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- To be recorded
- (1) in the Land Records of Anne Arundel County;
 - (2) in the Financing Statement Records of Anne Arundel County; and
 - (3) with the State Department of Assessments and Taxation.

Not subject to recordation tax
Principal amount is
\$ 296,250.00

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor:

Mailing Address of Debtor:

Thomas A. Pavlinic

P.O. Box 344
Gambrill, MD 21054

2. Secured Party:

Address of Secured Party:

STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland,

Suite 201
111 East Water Street
Baltimore, Maryland 21202

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

RECORDED FEE CK 13.00
INDEXED .50
07/17 R03 T16:28
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3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, trustees for Sterling Bank & Trust Co., and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$ 296,250.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

by Thomas A Pavlinic
Thomas A. Pavlinic

Date: November 4, 1988

To the Filing Officer: After this Statement has been recorded, please mail the same to ~~Charles D. Frazer, Esquire, Suite 700, American City Building, Columbia, Maryland 21044~~ Patrice Knox, Sterling Bank & Trust Co., 111 Water Street, Ste 201, Baltimore, MD 21202.

United Title, Inc.
323 Benfield Road
Severna Park, Maryland 21146

CDF/06-10-87
9915X
SSA-SFC(B)(4)

FINANCING STATEMENT

by

Thomas A. Pavlinic, Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

ALL OF THAT LAND, situate and lying in Anne Arundel
County, Maryland, which is described as follows:

Being known and designated as Lot No. 5 as set forth on
a Plat entitled PLAT TWO, SAINT STEPHENS ESTATES which
Plat is recorded among the Plat Records of Anne Arundel
County in Plat Book 107, page 50. The improvements there
on to be known as 911 St. Eva Lane.

FINANCING STATEMENT

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

5. Debtor(s) Name(s): Technology Assessment and Transfer, Inc. Address(es): 133 Defense Highway, Suite 201 Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: ACCU RECORD FEE 11.00
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-501 TRADE .50
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Technology Assessment and Transfer, Inc. Secured Party: Maryland National Bank
 By: Sharon S. Fehrenbacher (Seal) By: Mark T. Blizzard (Seal)
 Sharon S. Fehrenbacher, Secretary Mark T. Blizzard, Vice President
 By: _____ (Seal) Type name and title

1150

276707

BOOK 539 PAGE 181

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

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

COMDISCO, INC.
6111 North River Road
Rosemont, Ill. 60018

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

PROVIDENT NATIONAL ASSURANCE
COMPANY
One Fountain Square
Chattanooga, TN 37402

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

RECORD FEE CK 11.00
POSTAGE .50
#318660 0777 R03 T14:42
03/27/89

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

I. One IBM 3090-300E Processor, Serial No. 71236, and related equipment described on Exhibit A attached hereto, together with any and all repairs and replacements thereof and substitutions therefor, and any and all income and proceeds due or to become due therefrom.

II. Any and all other collateral granted pursuant to the Security Agreement between the Debtor and Secured Party.

Recordation tax is not required per Tax-Property Law §12-108(k)

5. Assignee(s) of Secured Party and Address(es)
HA CO. CIRCUIT COURT

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. Na. of additional Sheets presented: 1

Filed with: Anne Arundel County - Maryland

COMDISCO, INC.

By: Jo Goyette
Jo Goyette Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

16441

- I. IBM Computer Equipment (including any and all repairs and replacements thereof and substitutions therefor) listed below and initially located at the office of Mercantile-Safe Deposit & Trust Company, 742 Old Hammonds Ferry Road, Linthicum, Maryland 21090, together with any and all income and proceeds due or to become due therefrom.

<u>Item No.</u>	<u>Qty.</u>	<u>Machine/Feature</u>	<u>Description</u>	<u>Serial Number</u>
1.	1	3090-300E	Processor	71236
		5128	First 128 MB Exp. Stor	
		3850	Chnl. Group, 1st Add'l 8	
		7330	Expansion Frame	
		6851	PR/SM Feature	
		6852	PR/SM Feature	
		6853	PR/SM Feature	
		9902	3480 Attach	
2.	1	3092-001	Processor Controller	71191
3.	1	3097-002	Power & Coolant Dist.	71236
4.	2	3370-A02 8150	Direct Access Storage Device String Switch	P2605, P2684
5.	1	3864-2 5801	Modem Auto-call unit feature	72092
6.	2	3180-145	Display Station	EF877, EF887

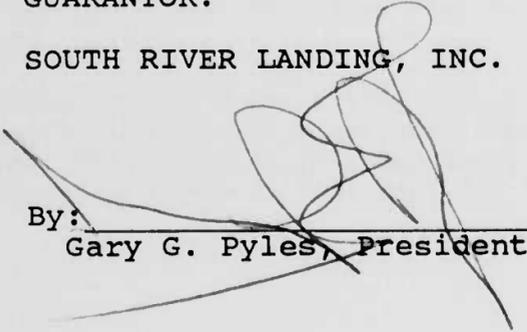
- II. Any and all other collateral granted pursuant to the Security Agreement between the Debtor and the Secured Party.

NOTICE: The Equipment is being leased by Comdisco, Inc. as lessor, pursuant to the Equipment Schedule No. 22 dated as of August 3, 1988, to the Master Lease Agreement dated as of March 7, 1983 between Comdisco, Inc. as Lessor and Mercantile-Safe Deposit & Trust Company as lessee, a "true lease". It is the intention of the parties hereto that the Equipment shall at all times be and remain personal property and not fixtures. NOTHING CONTAINED IN THIS FINANCING STATEMENT SHALL BE CONSTRUED SO AS TO GIVE THE DEBTOR THE RIGHT TO SELL OR OTHERWISE DISPOSE OF THE COLLATERAL.

4. The aforesaid items are included as security in an Indemnity Deed of Trust of even date herewith given by Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Gary G. Pyles ("Debtor") to Home Federal Savings Bank, and are deemed by said Indemnity Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Guarantor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

GUARANTOR:

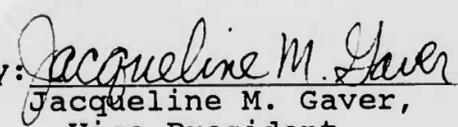
SOUTH RIVER LANDING, INC.

By: 

Gary G. Pyles, President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By: 

Jacqueline M. Gaver,
Vice President

AUR-#4.198.amp

Condominium Unit Number 810 as shown and designated on a plat entitled "Section VIII, South River Landing, A Condominium", which plat is recorded among the Condominium Plat Records of Anne Arundel County In Plat Book E 28, page 33.

Condominium Units Numbers 650, 660, 670 and 680 as shown and designated on a plat entitled "Section XII and Amendment of Lot 510, South River Landing, A Condominium", which plat is recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 37, page 3.

Condominium Units Numbers 620, 630 and 640 as shown and designated on a plat entitled "Section VI, South River Landing, A Condominium", which plat is recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 28, page 31.

Condominium Units Numbers 710, 720, 730, 740, 750, 770 and 790 as shown and designated on a plat entitled "Section VII, South River Landing, A Condominium", which plat is recorded among the Condominium Plat Records of Anne Arundel County in Plat Book E28, page 32.

276709

BOOK 539 PAGE 186

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Not Subject To Recording Tax (This Financing Statement Is Filed With A Supplemental Instrument Of Writing: A Consolidated, Amended And Restated Deed Of Trust Which Was Filed With The Clerk Of The Circuit Court Of Anne Arundel County).

FINANCING STATEMENT
(Maryland-U.C.C.-1)

- 1. DEBTORS: CROFTON FARMS ASSOCIATES
1021 Dorsey Road
Glen Burnie, Maryland 21061
Attention: Ernest J. Litty, Jr.

ERNEST J. LITTY, JR.
1021 Dorsey Road
Glen Burnie, Maryland 21061
- 2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
110 South Paca Street
Baltimore, Maryland 21201
Attention: Commercial Real Estate Department

3. This Financing Statement covers and the Debtors grant and convey 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 Debtors), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication

RECORD FEE 23.00
POSTAGE .50
FILING FEE \$04 110109

CK

Handwritten initials

C:\BMS\7903.3FS
02/09/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
03/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

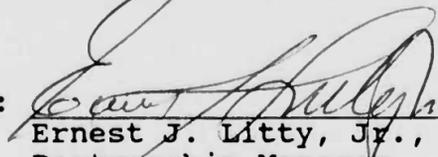
systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtors 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 Debtors 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 Debtors thereunder or under any law.

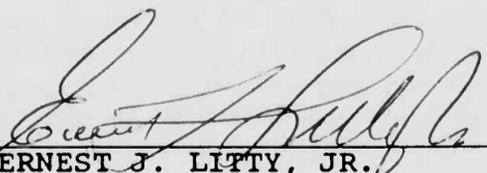
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Consolidated, Amended and Restated Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, 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 Debtors 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 Debtors under law or any contract of sale.
- i. All of the Debtors' right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.
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 some of the lots of ground and improvements thereon described in a Consolidated, Amended and Restated Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtors to the Trustees named therein for the benefit of the Secured Party. Ernest J. Litty, Jr., is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTORS:

CROFTON FARMS ASSOCIATES,
A Maryland General Partnership

By:  (SEAL)
Ernest J. Litty, Jr.,
Partnership Manager

February 27, 1989

 (SEAL)
ERNEST J. LITTY, JR.

February 27, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Brian M. Sheahan, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 07903

EXHIBIT A

BOOK 539 PAGE 190

PARCEL NUMBER ONE:

BEGINNING for the same at the beginning of the North 35 degree 03 minute 20 second West 482.30 foot line of the land conveyed by Charles P. Obrecht and Alice P. Obrecht, his wife, to McKinsey Associates by deed dated November 6, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2374, folio 143; thence leaving said point of beginning and running with and binding along said line with bearings referred to the Anne Arundel County Grid System, and as now surveyed by Dewberry, Nealon and Davis in September, 1973, (1) North 35 degrees 37 minutes 29 seconds West 463.03 feet to a point on the southeast side of McKinsey Road, 30 feet wide; thence running with and binding along said road the four following courses and distances: (2) North 50 degrees 25 minutes 53 seconds East 514.10 feet to a point; thence (3) binding along an arc of a curve bearing to the right having a radius of 313.43 feet and a distance of 296.44 feet; thence (4) binding along an arc of a curve bearing to the left having a radius of 345.49 feet and a distance of 162.06 feet; thence (5) North 77 degrees 44 minutes 43 seconds East 136.11 feet to a point; thence leaving said road and running for a new line of division the three following courses and distances: (6) South 53 degrees 21 minutes 49 seconds East 300.35 feet; (7) South 44 degrees 05 minutes 09 seconds East 192.00 feet; and (8) South 35 degrees 35 minutes 26 seconds East 90.01 feet to intersect the South 70 degree 44 minute 00 second West 1265.57 foot line of the aforesaid deed at a point distant South 70 degrees 24 minutes 51 seconds West 70.00 feet from the beginning of said line; thence running with and binding along said line, with bearings referred to the Anne Arundel County Grid System and as now surveyed by Dewberry, Nealon and Davis in September, 1973, (9) South 70 degrees 24 minutes 51 seconds West 903.09 feet; (10) South 70 degrees 31 minutes 49 seconds West 252.84 feet, and (11) South 69 degrees 25 minutes 27 seconds West 39.26 feet to the place of beginning. CONTAINING in all 14.6563 acres of land, more or less.

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

276710

BOOK 539 PAGE 191

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

Not Subject To Recording Tax (This Financing Statement Is Filed With A Supplemental Instrument of Writing: A Consolidated, Amended and Restated Deed Of Trust Which Was Filed With The Clerk Of The Circuit Court Of Anne Arundel County).

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. DEBTORS: CROFTON FARMS ASSOCIATES
1021 Dorsey Road
Glen Burnie, Maryland 21061
Attention: Ernest J. Litty, Jr.

ERNEST J. LITTY, JR.
1021 Dorsey Road
Glen Burnie, Maryland 21061

2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
110 South Paca Street
Baltimore, Maryland 21201
Attention: Commercial Real Estate Department

RECORD FEE 27.00
POSTAGE .50
CK

3. This Financing Statement covers and the Debtors grant and convey to the Secured Party a security interest in and to the following:

RC# 110110
03/28/89
H. ERLE SCHAFER
CIRCUIT COURT

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 Debtors), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication

27.00
/ .50

C: / BMS / 7903.4FS
02/09/89

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.

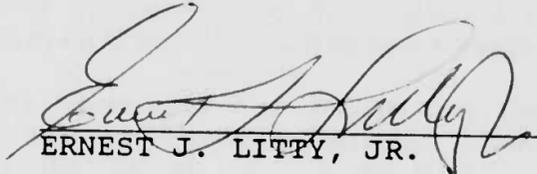
- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtors and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real 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 Debtors 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 Debtors thereunder or under any law.

DEBTORS:

CROFTON FARMS ASSOCIATES,
A Maryland General Partnership

By:  (SEAL)
Ernest J. Litty, Jr.,
Partnership Manager

February 27, 1989

 (SEAL)
ERNEST J. LITTY, JR.

February 27, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Brian M. Sheahan, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 07903

- 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 Consolidated, Amended and Restated 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 Debtors 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 Debtors under law or any contract of sale.
 - i. All of the Debtors' right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtors in any capacity, including but not limited to any balance or share belonging to the Debtors of any deposit or other account with the Secured Party.
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 some of the lots of ground and improvements thereon described in a Consolidated, Amended and Restated Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtors to the Trustees named therein for the benefit of the Secured Party. Crofton Farms Associates, a Maryland general partnership, is the record owner of the Real Property. Exhibit A attached hereto consists of two (2) pages.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

EXHIBIT A

BOOK 539 PAGE 195

PARCEL NUMBER TWO:

BEGINNING for the same at a stone found at the end of the Second or South 36 degrees 30 minutes East 1755 foot line of the conveyance from JOHN Z. BALDWIN & wife to PRESLEY S. TAYLOR, Deed dated December 15, 1919, recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 27, Folio 90. Said stone also being the beginning stone of the conveyance from C. MASON TURNER and wife to MARGUERITE T. TAYLOR and dated October 11, 1930, recorded among the aforesaid Land Records in Liber F.S.R. 78, Folio 126, thence binding on the First or South 30 degrees 39 minutes West 655.25 foot line of the last mentioned conveyance and binding on the northwest boundary line of the OTHO H. WILLIAMS property, Deed recorded among the aforesaid Land Records in Liber 541, Folio 226 and referring the courses of this description to the Maryland State Grid Meridian, and as now surveyed

(1) South 24 degrees 02 minutes 23 seconds West 655.99 feet thence binding reversely on the Seventh or South 51 degrees 17 minutes 50 seconds East 1206.17 foot line Parcel No. II of the conveyance from JEAN T. ZECHES, et. al. to THE RICHARDS GROUP OF MARYLAND, INC., Deed dated January 4, 1973 and recorded among the aforesaid Land Records in Liber 2557, Folio 664;

(2) North 51 degrees 18 minutes 01 seconds West 1206.10 feet thence binding reversely on the First or South 45 degrees 15 minutes 00 seconds East 240.02 foot line of the conveyance from BERNARD M. RYAN and wife to GEORGE A. BOOTH, JR. & wife, Deed dated February 27, 1981 and recorded among the aforesaid Land Records in Liber 3388, Folio 870;

(3) North 51 degrees 05 minutes 24 seconds West 240.53 feet to an iron pipe found thence binding reversely on the North 44 degrees 45 minutes 00 seconds East 180.50 foot line of the last mentioned conveyance;

(4) South 39 degrees 05 minutes 50 seconds West 181.07 feet thence binding on the northeast side of a right-of-way 30 feet wide as described in the last mentioned conveyance;

(5) North 48 degrees 15 minutes 43 seconds West 1010.65 feet thence binding on the southeast right-of-way line of U.S. Rte. 301 as shown on Maryland State Roads Commission Right-of-Way plats nos. 16272 and 16273;

(6) With the arc of a curve to the right having a radius of 6835.49 feet an arc length of 1111.54 feet and being subtended by a chord North 43 degrees 28 minutes 59 seconds East 1110.31 feet thence;

(7) North 48 degrees 08 minutes 30 seconds East 563.94 feet to an iron pipe found thence binding reversely on the Third or North 41 degrees 51 minutes 40 seconds West 436.68 foot line of the conveyance from PRESLEY S. TAYLOR, JR. to Anne Arundel County, Maryland, Deed dated November 15, 1975 and recorded among the aforesaid Land Records in Liber W.G.L. 2810, Folio 75;

(8) South 41 degrees 51 minutes 30 seconds East 436.48 feet to an iron pipe found thence binding reversely on part of the Fourth and all of the Third and Second lines of the conveyance from PRESLEY S. TAYLOR, JR. to the FAITH COMMUNITY CHURCH OF GAMBRILLS, INC., Deed dated November 9, 1981 and recorded among the aforesaid Land Records in Liber 3455, Folio 199;

(9) South 44 degrees 45 minutes 38 seconds West 216.03 feet thence;

(10) South 45 degrees 20 minutes 08 seconds East 561.95 feet to an iron pipe found thence;

(11) North 17 degrees 09 minutes 32 seconds East 566.07 feet thence northeasterly crossing the existing right-of-way of Waugh Chapel Road 77 feet wide;

(12) North 44 degrees 42 minutes 55 seconds East 77.00 feet to the south side of a private right-of-way 13 feet wide thence binding on said south side and also binding on part of the Third or South 37 degrees 38 minutes East 1914.0 foot line of the conveyance from PRESLEY S. TAYLOR & wife to RICHARD N. & JEAN T. ZECHES, Deed dated August 1, 1956 and recorded among the aforesaid Land Records in Liber 1050, Folio 489;

(13) South 44 degrees 56 minutes 23 seconds East 1152.24 feet thence binding on part of the Third or South 57 degrees 45 minutes West 997 foot line of the conveyance from CONRAD H. & ANNA M.C. ABEND to NELSON M. & HELEN S. TURNER, et. al., Deed dated February 3, 1956 and recorded among the aforesaid Land Records in Liber 998, Folio 425;

(14) South 51 degrees 52 minutes 03 seconds West 8.73 feet thence binding reversely on the Third and Second lines of the conveyance from NELSON M. & HELEN S. TURNER, et. al., to PRESLEY S. & MARGUERITE T. TAYLOR, Deed dated August 1, 1956 and recorded among the aforesaid Land Records in Liber 1050, Folio 470;

(15) South 48 degrees 50 minutes 49 seconds West 215.92 feet thence;

(16) South 53 degrees 34 minutes 48 seconds West 380.70 feet thence continue binding on part of the aforesaid Third or South 57 degrees 45 minutes West 997 foot line as aforementioned;

(17) South 51 degrees 52 minutes 03 seconds West 385.45 feet thence binding on the Fourth or South 36 degrees 30 seconds East 425 foot line of the aforesaid conveyance recorded in Liber 998, Folio 425;

(18) South 42 degrees 06 minutes 55 seconds East 425.00 feet to the point of beginning.

CONTAINING 77.768 acres of land more or less.

SUBJECT to perpetual storm water discharge areas adjacent to the southwest and southeast property lines of THE FAITH COMMUNITY CHURCH OF GAMBRILLS, INC., Deed recorded among the aforesaid Land Records in Liber 3455, Folio 199.

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

276711

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 Anne Arundel County, Maryland.

5.	Debtor's Name	Address
	Matthias Realty, Inc., a Maryland corporation	10480 Little Patuxent Parkway, Suite 1250 Columbia, Maryland 21044

6.	Secured Party	Address
	First Annapolis Savings Bank, FSB	1832 George Avenue Annapolis, MD 21401

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:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or 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:
Matthias Realty, Inc.,
a Maryland corporation

By: David R. Matthias, Pres.
David R. Matthias, President

Address where Collateral
will be located:

Lots 51, 44 & 13, Bladen Subdivision
Anne Arundel County, Maryland

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:Matthias.FS FF #72

GK

RECORD FEE 11.00
POSTAGE .50
#319030 C777 R03 713:34
03/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1150

EXHIBIT A

BEGINNING for the first and being known and designated as Lot Nos. 13 and 51, as shown on the Plat entitled "Plat Two, Bladen," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 88, folio 31.

BEGINNING for the second and being known and designated as Lot No. 44, as shown on the Plat entitled "Plat Five, Bladen," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 88, folio 34.

BEING the same property described in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Fred Pritt unto Matthias Realty, Inc.

A:Matthias.EXA FF #72

DESCRIPTION OF 19.09 ACRES OF LAND, MORE OR LESS
DELMONT STATION
FOURTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point marking the intersection of the North side of Delmont Road, existing 30-foot right of way, and the East side Clark Station Road, existing 30-foot right of way, all as shown on the plat "Delmont Station" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 117, Page 1; thence leaving said point of beginning so fixed and running with and binding along the East side of said Clark Station Road as shown on the aforementioned plat,

- 1) North 07 degrees 56 minutes 13 seconds West 279.74 feet to a pipe found; thence running with and binding along part of the West boundary of the aforesaid plat,
- 2) South 82 degrees 37 minutes 27 seconds East 193.48 feet to a pipe found,
- 3) North 04 degrees 54 minutes 18 seconds West 208.72 feet,
- 4) North 03 degrees 15 minutes 19 seconds West 208.72 feet,
- 5) North 82 degrees 49 minutes 14 seconds West 190.86 feet to a pipe found; thence running with and binding along the East side of the aforesaid Clark Station Road,
- 6) North 05 degrees 07 minutes 44 seconds West 43.38 feet to a pipe found; thence running with and binding along part of the West boundary of the aforesaid plat,
- 7) South 81 degrees 01 minute 16 seconds East 193.50 feet to a pipe found, and
- 8) North 06 degrees 28 minutes 46 seconds East 202.85 feet to a stone; thence running with and binding along part of the boundary of the Lot 65 as shown on the aforesaid plat,
- 9) South 81 degrees 25 minutes 25 seconds East 179.91 feet, and
9A) South 81 degrees 25 minutes 26 seconds East, 135.00 feet, and
- 10) North 18 degrees 30 minutes 02 seconds East 140.75 feet; thence running with and binding along part of the North boundary of the aforesaid plat,

DESCRIPTION OF 19.09 ACRES OF LAND
DELMONT STATION
March 13, 1989

BOOK 539 PAGE 201

- 11) South 68 degrees 49 minutes 59 seconds East 390.82 feet,
- 12) South 05 degrees 41 minutes 11 seconds West 213.00 feet,
- 13) South 68 degrees 49 minutes 59 seconds East 238.97 feet;
thence running with and binding along the West side of Walton
Road, existing 30-foot right of way as shown on the aforesaid
plat,
- 14) South 05 degrees 41 minutes 11 seconds West 699.94 feet;
thence running with the South boundary of the aforesaid
plat,
- 15) North 73 degrees 18 minutes 13 seconds West 120.00 feet to
a pipe found,
- 16) North 16 degrees 41 minutes 47 seconds East 58.71 feet to a
pipe found,
- 17) North 73 degrees 18 minutes 13 seconds West 521.97 feet, and
- 18) South 16 degrees 41 minutes 47 seconds West 208.85 feet to
a pipe found; thence running with and binding the North side
of Delmont Road, existing 30-foot right of way, as shown on
the aforesaid plat,
- 19) North 73 degrees 18 minutes 13 seconds West 354.11 feet to
the point of beginning.

Containing in all 19.09 acres of land, more or less.

276713

539 PAGE 202

1416793

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$..10,500.00

1. Name of Debtor(s): ARLINGTON CUSTOM HOMES, Inc.
Address: 772 Oak Stump Drive
Millersville, MD. 21108

Mail to

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
~~11000 Rockville, Maryland 20850~~
7984 Crain Highway
Glen Burnie, MD. 21061

3. This Financing Statement covers the following types (or items) of property:
IBM PS/2 Computer Model 50Z Serial Number 237639013
IBM Color Monitor Model 8512 Serial Number 0516617
5 1/4 External Disc Drive Serial Number 86-0073995
Epson Printer FX1050 Serial Number 00D0077843

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

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

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

RECORD FEE 12.00
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT
RECORD TAX 73.50
POSTAGE .50
#319490 C777 R03 T16:10
03/28/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT



Debtor(s): Arlington Custom Homes, Inc.
Nancy J. Kreller
.....Nancy Kreller, President.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Denise Sutton*
.....Denise Sutton, Branch Manager
(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)

123.50

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 03-27-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Mindventures, Inc.
1310 Harbor Road
Annapolis, MD 21401

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

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

Name and address of Secured Party

Bay National Bank
2661 Riva Road
Annapolis, MD 21401

Name and address of Assignee

RECORD FEE 11.00

POSTAGE *GK* .50

#E21730 0345 R01 T09:15

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

03/30/89

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

See Attached Exhibit 1 to UCC Financing Statement dated March 27, 1989.

SCHAFFER

AA CO. CIRCUIT COURT

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$ _____

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

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ 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.

Bay National Bank

Signature of Secured Party

MS

EXHIBIT 1 TO UCC FINANCING STATEMENT

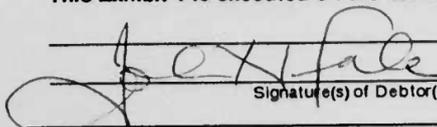
March 27, 1989

This Exhibit 1 is attached to and is a part of the UCC Financing Statement executed in connection with a loan between Bay National Bank and Mindventures, Inc..

COLLATERAL DESCRIPTION: All inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles, Crops, Farm Products, Livestock (including all increase and supplies), Farm Equipment and Fixtures; whether owned now or acquired later; whether now existing or hereafter born or grown; all accessions, additions, replacements, and substitutions (including rights under Commodity Credit Corp. programs, ASCS, payment in kind, or any other general intangibles or programs); all records of any kind relating to any of the foregoing; all proceeds (including insurance and accounts proceeds).

This Financing Statement is to be recorded in the real estate records.

This Exhibit 1 is executed on the same date as the UCC Financing Statement by Bay National Bank and the undersigned.



Signature(s) of Debtor(s)

Bay National Bank

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

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 03-29-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Ben's Hideaway, Inc.
2012 West Street
Annapolis, MD 21401

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

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

Name and address of Secured Party

Bay National Bank
2661 Riva Road

Annapolis, MD 21401

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

8521740 0345 R01 T09#1

Date of maturity, if any

Check if proceeds/products of collateral are covered (X)

03/30/89

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

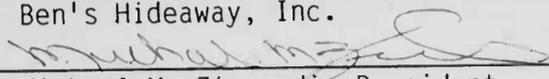
If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$

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

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ 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.

Ben's Hideaway, Inc.



Michael M. Ziccardi, President

Bay National Bank

Signature of Secured Party

Paul R. O'Connell, Vice President

ERLE SCHAFER
CIRCUIT COURT
CK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. 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): Red's Dove, Inc. Address(es): 2729 Solomons Island Road Edgewater, Maryland 21037

6. Secured Party: Maryland National Bank Address: Department: AARU
 Post Office Box 987, Mailstop 500-270
 Attention: Lisa Edwards Baltimore, Maryland 21203

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

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Red's Dove, Inc.
 By: James O. Steinberg, President (Seal)
 By: _____ (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: Mark T. Blizzard, Vice President (Seal)
 Type name and title

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 971
 Anne Arundel County, MD 21404

11.00
 POSTAGE .50
 03/30/89
 SCHAFFER
 COURT

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. 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): Red's Dove, Inc. Address(es): 2729 Solomons Island Road Edgewater, Maryland 21037

6. Secured Party: Maryland National Bank Address: Department: AARU
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Red's Dove, Inc.
 By: James O. Steinberg, President (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: Mark T. Blizzard, Vice President (Seal)
 Type name and title

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Anne Arundel County, Maryland 21404

11.00
 POSTAGE CK .50
 03/30/89
 SCHAFER
 CIRCUIT COURT

A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. 271876

Page No. 506
DATED: March 3, 1988
Recorded

Eagle Development Corporation
Name or Names - Print or Type

1. Debtor(s)
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party
Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any)

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#321030 C777 R03 T14:07
03/30/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. Eighty-Six (86) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: March 1, 1988

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(88-941)

10.50

1156

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. 271876

Page No. 506
Dated: March 3, 1988
(Recorded)

Eagle Development Corporation
Name or Names - Print or Type

1. Debtor(s)
P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip

2. Secured Party
Provident Bank of Maryland
Name or Names - Print or Type
114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip

3. Maturity Date (if any)

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#321050 CTT7 R03 T14:08
03/30/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Lot Nos. eighty-five (85) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: January 18, 1989

PROVIDENT BANK OF MARYLAND

Alex J. Guggenheim
Alex J. Guggenheim
Vice President

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(88-611)

1500

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
POSTAGE .50
#321010 0777 R03 T14:04
03/30/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301 (Building 15) as shown on the Plats entitled "Phase 6, Building 15, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 5 through 9, inclusive, Plats No. E-1955 through E-1959, inclusive; and,

BEING FURTHER KNOWN AND DESIGNATED as Unit 103 (Building 12) as shown on the Plats entitled "Phase 8, Building 12, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book E-39, pages 24 through 28, inclusive, Plats No. E-1924 through E-1928, inclusive.

Dated: Feb. 8, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Assistant Vice President
Scott C. Nicholson

FILE IN:

- () SDAT
() Land Records
(X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-922/001-89)

15.8

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 101 (Building 13) as shown on the Plats entitled "Phase 9, Building 13, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-39, pages 39 through 43, inclusive, Plats No. E-1939 through E-1943, inclusive.

Dated: February 28, 1989

FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson
Scott C. Nicholson
Assistant Vice President

J. F. CLERK

RECORD FEE 10.00
 MORTGAGE .50
 #320970 C777 R03 T14:02
 03/30/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(89-014)

11.50

1518-

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 15) as shown on the Plats entitled "Phase 6, Building 15, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 5 through 9, inclusive, Plats No. E-1955 through E-1959, inclusive.

J. F. CLERK

RECORD FEE 10.00
POSTAGE .50
#520940 CTT7 R03 T14:01
03/30/89

Dated: February 28, 1989

FIRST AMERICAN BANK OF MARYLAND
DISTRICT COURT

By: Scott C. Nicholson
Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(89-017)

11-0

150

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 16) as shown on the Plats entitled "Phase 7, Building 16, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 16 through 20 inclusive, Plats No. E-1966 through E-1970, inclusive.



RECORD FEE 10.00
POSTAGE .50
#320910 C777 R03 T14:01
03/30/89

Dated: 3/13/89

FIRST AMERICAN BANK OF MARYLAND
H. ERLE SCHAFER
CIRCUIT COURT

By: [Signature]
Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(88-967)

1580

1150

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201, Building 12) as shown on the Plats entitled "Phase 8, Building 12, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-39, pages 24 through 28, inclusive, Plats No. E-1924 through E-1928, inclusive.



RECORD FEE 10.00
POSTAGE .50
#520880 0777 R03 T14:00
03/30/89

Dated: 3/13/89

FIRST AMERICAN BANK OF MARYLAND

By: [Signature] H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Scott C. Nicholson
Assistant Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(89-011)

15.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523
ID No. 271876

Page No. 506

1. Debtor(s) Eagle Development Corporation
Name or Names - Print or Type
- P.O. Box 1304, Glen Burnie Maryland 21061
Address-Street No. City, State Zip
2. Secured Party Provident Bank of Maryland
Name or Names - Print or Type
- 114 E. Lexington Street, Baltimore, Maryland 21202
Address-Street No. City, State Zip
3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#320850 0777 R03 T13:59
03/30/89

BEING KNOWN AND DESIGNATED as Lot Nos. 1, 12, 28, 82, 84, 87, as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: January 17, 1989

PROVIDENT BANK OF MARYLAND

Alex J. Guggenheim
Alex J. Guggenheim
Vice President

Please return to: Northco Title Corp.
P.O. Box 1330
Glen Burnie, MD 21061
(88-773/88-610/89-021/88-600/88-606/88-612)

1050

STATEMENT OF TERMINATION OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, Filed among the Financing Statement/Land Records of Anne Arundel County, Maryland, Identifying File No. 269162, in liber 516, at folio 201, on August 18, 19 87.

1. NAME AND ADDRESS OF DEBTOR:

Joseph M. Clemente and Margaret K. Clemente, his wife 10516 Stable Lane Potomac, Maryland 20854

2. NAME AND ADDRESS OF SECURED PARTY:

Makielski Reed Corporation 9015 Woodyard Road, Suite 111 Clinton, Maryland 20735

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

SECURED PARTY:

Makielski Reed Corporation

By: Charles D. Reed, President (SEAL)

RETURN TO:

Joseph M. Clemente 351 Broadview Lane Annapolis, Md 21401

RECORD FEE 10.00 POSTAGE .50 #503140 0040 R01 T08438 03/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT

10.00 50

276719

FINANCING STATEMENT

To Be Recorded among the Financing Statement Records

Initial debt partially subject to Recordation Tax in the principal amount of \$ 25,000. The Debtor certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on part of the initial debt subject to Recordation Tax has been paid to the State Department of Assessments and Taxation.

This instrument is prepared as, and is intended to be, a Financing Statement complying with the formal requirements therefor, as set forth in the Uniform Commercial Code of the States of Texas and Maryland, and shall be presented for filing pursuant thereto.

1. The name and address of the debtor ("Debtor") are as follows:

Marley Associates Limited Partnership
c/o Embrey Investments, Inc.
750 E. Mulberry, Suite 500
San Antonio, Texas 78212
Attention: Roger D. Bowler

2. The name and address of secured party ("Secured Party") are as follows:

Citicorp Real Estate, Inc.
1200 Smith Street
20th Floor
Houston, Texas 77002
Attention: Area Manager

RECORD FEE 28.00

STAMPAGE CK .50

#523260 0040 R01 T10-33

03/31/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Documentary stamps were Paid in the amount of \$82.50 at the Maryland State Department of Assessments and Taxation.

26

3. This financing statement covers the following collateral:

(a) All fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the real property described in Exhibit A (the "Premises"), including, but not limited to, all apparatus machinery, motors, elevators, fittings, radiators, gas ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the building or buildings or improvements in any manner.

(b) All furnitures, fixtures, equipment and other personal property (including, without limitation, all permits, licenses, authorizations and contracts necessary to construct and operate the Premises and the plans and specifications for the improvements) owned by Debtor, which may be, from time to time, situated on or in or used in the construction, management or operation of the Premises, whether or not affixed to the realty, and all of Debtor's leases for such personal property.

(c) All funds of Debtor which may be deposited with Secured Party, or any depository approved by Secured Party, including any Deposit by Debtor pursuant to the Loan Agreement between Debtor and Secured Party, or in any other manner, at any time and from time to time for any purpose.

(d) All rents, royalties, issues and profits of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, subject to the right of the Debtor to collect the same so long as an Event of Default shall not have occurred and be continuing.

(e) All judgments, awards of damages and settlements hereafter made as a result or in lieu

of any taking of the Premises or any part thereof under the power of eminent domain, or by deed in lieu thereof, or for any damage, whether caused by such taking or otherwise, to the Premises or the improvements thereon or any part thereof.

(f) All proceeds of the above described collateral.

DEBTOR:

MARLEY ASSOCIATES LIMITED
PARTNERSHIP

By: Embrey Investments, Inc.,
General Partner

By: 
Name: ROGER BOWLER
Title: VICE PRESIDENT

Attachment:

Exhibit A - Description of the Premises

EXHIBIT A TO
FINANCING STATEMENT

Description of the Premises

054HANBC/045A01(4)

A-1

LEGAL DESCRIPTION
PROPERTY OF
LOUIS E. PUMPHREY, JR., ET AL
LIBER 2317, FOLIO 515
THIRD ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at an iron pipe found on the northwesterly side of Jumpers Hole Road marking the northeast corner of Lot 77 as shown on a plat entitled " Woodholme Section 2 " and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 23, Page 11; thence leaving said road and binding on the northeasterly line of said plat, and with the northeasterly and northwesterly lines of a plat entitled " Re-Subdivision of Lots 87 to 97 Incl & 116,117, Woodholme Section 2 " and recorded among the aforesaid Land Records in Plat Book 26, page 6

1. North 62° 14' 37" West, 1186.61 feet to a monument found; thence
2. South 21° 53' 51" West, 586.13 feet to an iron pipe found; thence leaving said plat line and binding on the northwesterly line of a conveyance to Alan G. Harquail, Jr., et ux (Liber 2375, Folio 573)
3. South 54° 39' 42" West, 210.24 feet to a point; thence binding on the northeasterly line of a conveyance to Alan G. Harquail, et ux, (Liber 2818, Folio 211) and a conveyance to Earl K. Hamilton, et ux, (Liber 4038, Folio 765)
4. North 35° 22' 02" West, 198.42 feet to an iron pipe found; thence with the northwesterly line of said conveyance to Earl K. Hamilton, et ux,
5. South 54° 38' 14" West, 200.51 feet to an iron pipe found on the northeasterly side of Governor Ritchie Highway (Md. Route 2); thence with the northeasterly side thereof
6. North 35° 23' 27" West, 385.60 feet to a point; thence running with the northeasterly, southeasterly and southerly right-of-way line of the extension of Md. Route 177 (Md. Route 100) as shown on Maryland State Highway Administration Plat No's 31523, 31524, 31525 and 39790
7. North 33° 07' 06" West, 50.03 feet to a point; thence
8. North 35° 18' 41" West, 85.99 feet to a point; thence
9. 184.26 feet along the arc of a curve deflecting to the right having a radius of 557.83 feet and a chord bearing and distance of North 25° 50' 55" West, 183.43 feet to a point; thence
10. North 18° 17' 02" East, 66.37 feet to a point; thence

11. North 22° 48' 24" East, 188.96 feet to a point; thence
12. North 40° 30' 17" East, 157.76 feet to a point; thence
13. South 86° 44' 55" East, 181.68 feet to a point; thence
14. South 73° 16' 25" East, 174.14 feet to a point; thence
15. South 76° 28' 10" East, 532.75 feet to a point; thence
16. South 79° 32' 08" East, 203.98 feet to a point; thence
17. South 75° 51' 06" East, 350.09 feet to a point; thence
18. South 81° 48' 52" East, 132.55 feet to a point; thence
19. South 74° 37' 07" East, 300.94 feet to a point; thence
20. South 62° 42' 15" East, 278.84 feet to a point on the westerly side of Jumpers Hole Road; thence with the westerly side thereof as shown on Maryland State Highway Administration Plat No's 35915 and 39793
21. South 26° 28' 40" West, 286.90 feet to a point; thence
22. South 32° 19' 23" West, 95.68 feet to a point; thence
23. South 61° 42' 52" East, 9.75 feet to a point; thence
24. South 26° 28' 40" West, 5.65 feet to the point of beginning. Containing 1,063,172 square feet or 24.4071 acres of land.

BEING A PART of the same land described in a conveyance from Marley Land Corporation to Louis E. Pumphrey, et al by deed dated December 21, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2317 at Folio 515.

December 29, 1988

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

276720

539 222

[Loan]

INDEMNITY FINANCING STATEMENT

To Be Recorded among the Financing Statement Records
Not Subject to Recordation Tax

This instrument is prepared as, and is intended to be, a Financing Statement complying with the formal requirements therefor, as set forth in the Uniform Commercial Code of the States of Texas and Maryland, and shall be presented for filing pursuant thereto.

1. The name and address of the Owner ("Owner") are as follows:

Marley/Oakwood Properties, Inc., as Trustee
c/o Embrey Investments, Inc.
750 E. Mulberry, Suite 500
San Antonio, Texas 78212
Attention: Roger D. Bowler

2. The name and address of secured party ("Secured Party") are as follows:

Citicorp Real Estate, Inc.
1200 Smith Street
20th Floor
Houston, Texas 77002
Attention: Area Manager

3. The Indemnity security given hereby secures the debt of Marley Associates Limited Partnership in the amount of \$ 25,000. Owner certifies that it is not the obligor of the indebtedness secured hereby.

RECORD FEE 26.00

POSTAGE .50

0040 R01 T10132

03/31/89

H. ERLE SCHAFER

10. CIRCUIT COURT

26

4. This financing statement covers the following collateral:

(a) All fixtures and articles of personal property now or hereafter owned by the Owner and attached to or contained in and used in connection with the real property described in Exhibit A (the "Premises"), including, but not limited to, all apparatus machinery, motors, elevators, fittings, radiators, gas ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the building or buildings or improvements in any manner.

(b) All furnitures, fixtures, equipment and other personal property (including, without limitation, all permits, licenses, authorizations and contracts necessary to construct and operate the Premises and the plans and specifications for the improvements) owned by Owner, which may be, from time to time, situated on or in or used in the construction, management or operation of the Premises, whether or not affixed to the realty, and all of Owner's leases for such personal property.

(c) All funds of Owner which may be deposited with Secured Party, or any depository approved by Secured Party, including any Deposit by Debtor pursuant to the Loan Agreement between Debtor and Secured Party, or in any other manner, at any time and from time to time for any purpose.

(d) All rents, royalties, issues and profits of the Premises from time to time accruing, whether under leases or tenancies now existing or

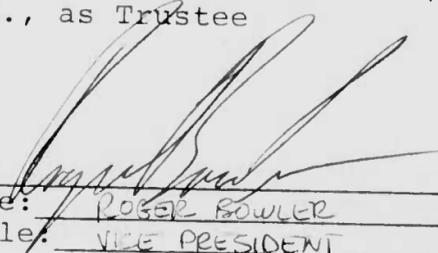
hereafter created, subject to the right of the Debtor to collect the same so long as an Event of Default shall not have occurred and be continuing.

(e) All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Premises or any part thereof under the power of eminent domain, or by deed in lieu thereof, or for any damage, whether caused by such taking or otherwise, to the Premises or the improvements thereon or any part thereof.

(f) All proceeds of the above described collateral.

OWNER:

MARLEY/OAKWOOD PROPERTIES,
INC., as Trustee

By: 
Name: ROBERT FOWLER
Title: VICE PRESIDENT

Attachment:

Exhibit A - Description of the Premises

BOOK 539 PAGE 225

EXHIBIT A TO
FINANCING STATEMENT

Description of the Premises

054HANBD/045A01(4)

A-1

LEGAL DESCRIPTION
 PROPERTY OF
 LOUIS E. PUMPHREY, JR., ET AL
 LIBER 2317, FOLIO 515
 THIRD ASSESSMENT DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at an iron pipe found on the northwesterly side of Jumpers Hole Road marking the northeast corner of Lot 77 as shown on a plat entitled "Woodholme Section 2" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 23, Page 11; thence leaving said road and binding on the northeasterly line of said plat, and with the northeasterly and northwesterly lines of a plat entitled "Re-Subdivision of Lots 87 to 97 Incl & 116, 117, Woodholme Section 2" and recorded among the aforesaid Land Records in Plat Book 26, page 6

1. North 62° 14' 37" West, 1186.61 feet to a monument found; thence
2. South 21° 53' 51" West, 586.13 feet to an iron pipe found; thence leaving said plat line and binding on the northwesterly line of a conveyance to Alan G. Harquail, Jr., et ux (Liber 2375, Folio 573)
3. South 54° 39' 42" West, 210.24 feet to a point; thence binding on the northeasterly line of a conveyance to Alan G. Harquail, et ux, (Liber 2818, Folio 211) and a conveyance to Earl K. Hamilton, et ux, (Liber 4038, Folio 765)
4. North 35° 22' 02" West, 198.42 feet to an iron pipe found; thence with the northwesterly line of said conveyance to Earl K. Hamilton, et ux,
5. South 54° 38' 14" West, 200.51 feet to an iron pipe found on the northeasterly side of Governor Ritchie Highway (Md. Route 2); thence with the northeasterly side thereof
6. North 35° 23' 27" West, 385.60 feet to a point; thence running with the northeasterly, southeasterly and southerly right-of-way line of the extension of Md. Route 177 (Md. Route 100) as shown on Maryland State Highway Administration Plat No's 31523, 31524, 31525 and 39790
7. North 33° 07' 06" West, 50.03 feet to a point; thence
8. North 35° 18' 41" West, 85.99 feet to a point; thence
9. 184.26 feet along the arc of a curve deflecting to the right having a radius of 557.83 feet and a chord bearing and distance of North 25° 50' 55" West, 183.43 feet to a point; thence
10. North 18° 17' 02" East, 66.37 feet to a point; thence

11. North 22° 48' 24" East, 188.96 feet to a point; thence
12. North 40° 30' 17" East, 157.76 feet to a point; thence
13. South 86° 44' 55" East, 181.68 feet to a point; thence
14. South 73° 16' 25" East, 174.14 feet to a point; thence
15. South 76° 28' 10" East, 532.75 feet to a point; thence
16. South 79° 32' 08" East, 203.98 feet to a point; thence
17. South 75° 51' 06" East, 350.09 feet to a point; thence
18. South 81° 48' 52" East, 132.55 feet to a point; thence
19. South 74° 37' 07" East, 300.94 feet to a point; thence
20. South 62° 42' 15" East, 278.84 feet to a point on the westerly side of Jumpers Hole Road; thence with the westerly side thereof as shown on Maryland State Highway Administration Plat No's 35915 and 39793
21. South 26° 28' 40" West, 236.90 feet to a point; thence
22. South 32° 19' 23" West, 95.68 feet to a point; thence
23. South 61° 42' 52" East, 9.75 feet to a point; thence
24. South 26° 28' 40" West, 5.65 feet to the point of beginning. Containing 1,063,172 square feet or 24.4071 acres of land.

BEING A PART of the same land described in a conveyance from Marley Land Corporation to Louis E. Pumphrey, et al by deed dated December 21, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2317 at Folio 515.

December 29, 1988

COMMONWEALTH LAND TITLE INS. CO.
 SUITE 1524, THE WORLD TRADE CENTER
 BALTIMORE, MARYLAND 21202

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING
STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

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

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

Date of Filing December 13, 1983
Maturity Date (if any)

Record Reference Liber 468, folio 344**See also
Assignment recorded on October 21, 1985 in Liber 490,
folio 569.

<u>Name(s) of Debtor(s) or Assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Leon E. Romo & Marilyn E. Romo		Harmony Acres Road	Annapolis, Maryland	21401

<u>Name of Secured Party of Assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
CONTINENTAL FEDERAL SAVINGS BANK, Fairfax, Virginia (Assignee)		4020 University Drive	Fairfax, Virginia	22030

CHECK APPLICABLE STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#000210 0040 R01 T10429
03/31/89

WITNESS:

~~Debtor(s) or Assignor(s)~~
Audrey L. Davis
 Audrey L. Davis

(Type or print name under signature)

CONTINENTAL FEDERAL SAVINGS BANK,
Fairfax, Virginia

BY: *Laura A. Axford* (SEAL)
 (Corporate, Trade or Firm Name)
 Laura A. Axford, Assistant Vice President

Signature of Secured Party of Assignee

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

Return To:
 COMMONWEALTH LAND TITLE INS. CO.
 SUITE 1524, THE WORLD TRADE CENTER
 BALTIMORE, MARYLAND 21202

1881059

FILE WITH ANNE ARUNDEL COUNTY

BOOK 539 PAGE 229

276721

FINANCING STATEMENT

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

5. Debtors' Names	Address
Robert F. Beall Janet S. Beall	365 MD Route 3, North Millersville, MD 21108

6. Secured Party	Address
First Annapolis Savings Bank, FSB	1832 George Avenue Annapolis, MD 21401

RECORD FEE 12.00
 POSTAGE .50
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT
 #321810 0777 R03 110:42
 03/31/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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:

All of the machines, apparatus, equipment, fixtures and articles of personal property of the Debtor, both now owned and hereafter acquired which are located on the real property described in Exhibit A attached hereto and incorporated herein by reference, or in any improvements thereon, whether now affixed or to be affixed thereto, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now or 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.

DEBTORS:

Robert F. Beall
 Robert F. Beall

Janet S. Beall
 Janet S. Beall

Address where Collateral will be located:

365 MD Route 3, North
Millersville, Anne Arundel County, MD

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:FF42601.FS FF #73

17.50

EXHIBIT A

BEGINNING for the same at an iron pipe now set in the southeasternmost right of way line of the northbound lane of Maryland Route #3 as shown on the State Roads Commission of Maryland Plat No. 16651, distant North 31° 57' East 32.2 feet and South 79° 50' East 21.17 feet from an iron axle there found at the beginning of the conveyance by the Continental Realty Company to William A. Dorr and wife by deed dated November 26, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 656, folio 238; said axle also being at the beginning of the South 79° 50' East 385.95 foot line of the conveyance by Joshua B. Colvin and wife to William A. Dorr and wife by deed dated October 28, 1941 and recorded among the Land Records of Anne Arundel County in Liber, J.H.H. No. 246, folio 483; thence leaving said beginning point so fixed and running through part of said two conveyances to Dorr with said southeasternmost right of way line with a curve to the right having a radius of 1185.92 feet, an arc of 64.30 feet; said arc having a chord of South 36° 09' West 64.39 feet, and South 29° 16' 40" West 86.33 feet to an iron pipe now set; thence leaving said right of way line of said Northbound Lane and running South 79° 50' East 185.31 feet to an iron pipe now set; thence North 10° 10' East 139.45 feet to an iron pipe now set and North 79° 50' West 128.83 feet to the place of beginning. Containing 0.51 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in July 1962.

BEING the same property described in a Deed dated May 12, 1978, recorded among the Land Records of Anne Arundel County in Liber 3097, folio 136, from REPROCO, INC., Grantor, to Robert F. Beall, Grantee.

EXHIBIT "A"

BEING ALL OF THOSE LOTS known and designated as numbers Nine (9), Ten (10) and Eleven (11), Block J, "GARLAND", as shown on a Plat filed among the Plat Records of Anne Arundel County, Maryland in Plat Book WNW 3, folio 20, now Plat Book 4, folio 4.

BEING the same lots of ground which by Deed dated May 27, 1958 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 1212, page 139, was granted and conveyed by The Salvation Army, a body corporate of the State of Georgia, unto the Grantor herein.

a:FA42612.exh
pjl #2

FINANCING STATEMENT

TO: _____ Financing Records, State Department of
Assessments and Taxation

X _____ Financing Records, Circuit Court of Anne
Arundel County, Maryland

_____ Land Records, Circuit Court of Anne Arundel
County, Maryland

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

THIS FINANCING STATEMENT, dated the _____ day of March 1989, is presented for filing pursuant to the Uniform Commercial Code of the State of Maryland.

1. Debtor's name and address:

JEFFREY G. SPRAGENS
916 Old County Road
Severna Park, Maryland 21146

2. Record Owners' names and address:

JEFFREY G. SPRAGENS and ROCHELLE K. GREENE,
husband and wife
916 Old County Road
Severna Park, Maryland 21146

RECORD FEE 17.00
POSTAGE .50
#523400 0345 001 11137
03/31/89
CK H. ERLE SCHAFER
44 CO. CIRCUIT COURT

3. Secured Party's name and address:

SOVRAN BANK/DC NATIONAL
1801 K Street, N.W.
Washington, D.C. 20006

4. This Financing Statement covers the following property to be utilized in or realized from the ownership, use and occupancy of the land and improvements thereon described in that certain Deed of Trust and Security Agreement of even date herewith from the Record Owners to Abraham J. Greenstein and Judith R. Goldman, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

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

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future operation of said premises and now owned or hereafter acquired by the Debtor or Record Owners, 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, dynamos, boilers, furnaces, heaters, conduits, switchboards, security devices, surveillance equipment, plumbing, lifting, cleaning, incinerating apparatus, fire-prevention apparatus, sprinkler systems, fire-extinguishing, refrigerating, ventilating and communications apparatus, gas and electrical equipment, lighting, air-cooling and air-conditioning apparatus, shades, blinds, awnings, draperies, curtains, drapery and curtain rods, brackets, furniture, furnishings, built-in furniture and installations, telephones, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, laundry equipment, attached cabinets, partitions, ducts, condensers 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) All of the Debtor's and Record Owners' right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, State or Federal authorities or boards under the power of eminent domain; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor and Record Owners 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, contracts for architectural, engineering and construction services, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, and all undisbursed proceeds of the Loan secured by the Deed of Trust; and

(f) All leases of the hereinafter described premises and the improvements located thereon now or hereafter entered into by the Debtor or Record Owners and all right, title and interest of the Debtor or Record Owners, as applicable, 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 applied to one or more of the

installments of rent coming due immediately prior to the expiration of such terms, and including, without limitation, the right upon the happening of an Event of Default under the Deed of Trust and Security Agreement to receive and collect the rents thereunder; and

(g) All of the right, title and interest, estate, claim or demand of the Debtor and Record Owners either at law or in equity in and to all service contracts and other contracts of any nature related to the premises hereinafter described; and

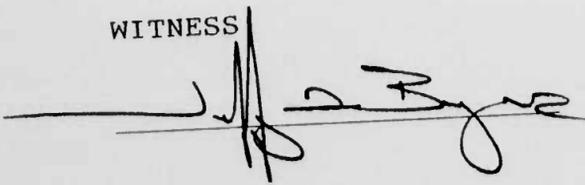
(h) All sales contracts, option agreements, and amendments thereof with respect to the hereinafter described premises and the improvements located thereon now or hereafter entered into by the Debtor or Record Owners and all right, title and interest of the Debtor and Record Owners, as applicable, thereunder, including without limitation, cash or securities deposited thereunder to secure performance by the purchasers or optionees of their obligations thereunder and including, without limitation, the right upon the happening of an Event of Default under the Deed of Trust and Security Agreement to receive and collect the deposit or purchase price thereunder.

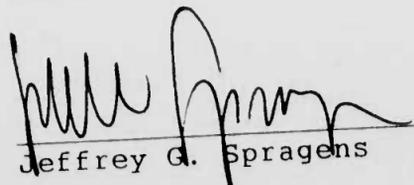
This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor or Record Owners and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease.

- 5. Said Deed of Trust and Security Agreement secures an obligation of the Debtor to the Secured Party in the principal amount of \$1,500,000, which obligation has a maturity date of three (3) years from the date hereof.
- 6. Proceeds of the collateral are also covered.
- 7. The real property covered by the aforesaid Deed of Trust and Security Agreement is owned by the Record Owners and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

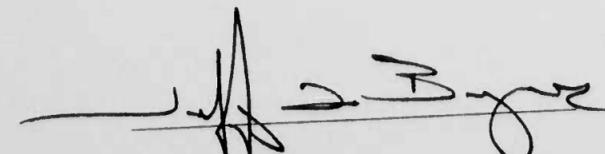
DEBTOR

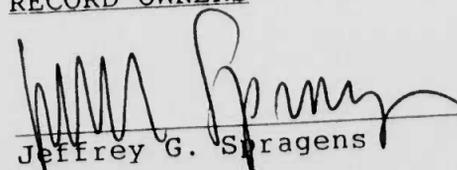
WITNESS

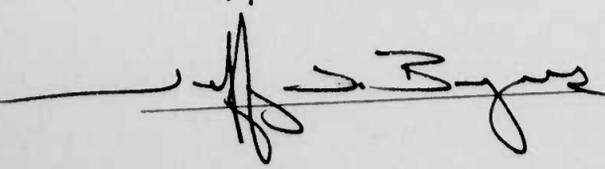



Jeffrey G. Spragens (SEAL)

RECORD OWNERS




Jeffrey G. Spragens (SEAL)



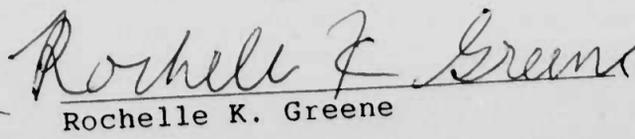

Rochelle K. Greene (SEAL)

EXHIBIT "A"

LEGAL DESCRIPTIONTRACT NO. 1

All that piece or parcel of land situate, lying and being in the Third Assessments District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pin set in concrete at the end of the North 89° West 912 foot more or less line of the Lease from Laura L. Tydings Garcelon to Barbara M. Salmon, as recorded in Liber F.S.R. No. 54, folio 15, etc., on May 29, 1929, which point is near the bank of the Severn River; thence with said line reversed, with meridian corrected to the magnetic variation, for April, 1938, South 88° 20' East 270.3 feet to an iron set in the center of the 18 foot right of way mentioned and described in the Lease above referred to; (which iron is North 1° 40' East 26.43 feet from a nail in the center of the west base of a hickory tree); thence South 1° 40' West 85 feet to a stake; North 88° 20' West 283.75 feet to a nail in the North base of a water oak tree on the top of the bank of the Severn River; thence North 88° 20' West 30.5 feet, more or less, to the shore line of Severn River; thence running with and binding on the shore line of said river in a northerly direction 85 feet, more or less, to intersect a line drawn North 88° 20' West from the beginning; thence with said line so drawn South 88° 20' East 37.00 feet, more or less to the beginning. Containing 0.59 acres, more or less, according to a survey and plate made by Edward Hall, Jr., County Surveyor in April, 1938.

TRACT NO. 2

BEING KNOWN AND DESIGNATED as Lot 3, as shown on a plat entitled, "Subdivision of Garcelon Property", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Liber WGL 3135, folio 293.

CHESAPEAKE LAND TITLE COMPANY
~~568 Baltimore-Annapolis Boulevard~~ P.O. Box 366
Severna Park, Maryland 21146

F I N A N C I N G S T A T E M E N T 539 PAGE 237

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:
STANLEY ENGINEERING COMPANY, INC.
180 Penrod Court, Building F
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY:
CITIZENS BANK
Broad & Lynn
Elizabethton, TN 37643

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired and proceeds.
- Contract rights, including after acquired and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

RECORD FEE 11.00
POSTAGE CK .50
#524270 0345 R01 T16#04
03/31/89

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is _____, is not exempt from the recordation tax. Principal amount of the Debt is \$ 500,000.00

W. H. SCHAFER
AA CO. CIRCUIT COURT

RECORDATION TAX WAS
PAID TO STATE DEPT
OF ASSESSMENT AND
TAXATION

DEBTOR:
STANLEY ENGINEERING COMPANY, INC.
BY: Kenneth R. Stanley
KENNETH R. STANLEY, PRESIDENT

AFTER RECORDATION RETURN TO:
SAM J. LAPORTE
Attorney At Law
Suite 301
One Citizens Plaza
Broad & Lynn
Elizabethton, TN 37643

539 238

276726

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)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Blaeuer, Dennis C.	319	Sixth Street	Annapolis	Maryland

Name of Secured Party or assignee	No.	Street	City	State
Delta Financial Corporation, Inc.	2024	West Street	Annapolis	Maryland

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

One (1) Stock Certificate, representing ninety-seven thousand (97,000) shares of stock in Spa Creek Marina, Inc., issued to Dennis C. Blaeuer in Stock Certificate Numbered Twenty-Two (22).

RETURN TO: MAX & LONDON, P.A.
8701 Georgia Avenue, #200
Silver Spring, MD 20910

RECORD FEE 11.00
POSTAGE CK .50
#324260 0777 R03 T11:49
04/03/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(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.)

N/A

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.

N/A

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)

Dennis C. Blaeuer

Delta Financial Corporation (Seal)
Inc. (Corporate, Trade or Firm Name)

BY: Louise A. Nuttle
Signature of Secured Party or Assignee

(Type or print name under signature)

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

1150

File No. RE56243.00

BOOK 539 PAGE 239

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 276727

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. \$ 5,700.00

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

This financing statement Dated March 29, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AARONS MODERN CHANGES
Address 8207 Fort Smallwood Road, Baltimore, MD 21226

2. SECURED PARTY

Name Troy Enterprises, Inc.
Address 6602 Troy Court, Baltimore, MD 21209
WARTZMAN, ROMBRO, OMANSKY, BLIBAUM & SIMONS, P.A.
341 North Calvert 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) 1991

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

All of Debtor's furniture, fixtures, used in conjunction with the operation of a beauty salon t/a AARONS MODERN CHANGES, located at 8207 Fort Smallwood Road, Baltimore, MD 21226, and all replacements and additions to any of the foregoing.

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50
#324110 0777 R03 T11:42
04/03/89

CHECK THE LINES WHICH APPLY

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

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

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

AARONS MODERN CHANGES

By: Irene C. Parks
(Signature of Debtor)

Irene C. Parks, Partner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TROY ENTERPRISES, INC.

By: Alvin Pomerantz
(Signature of Secured Party)

Alvin Pomerantz - Trustee
Type or Print Above Name on Above Line

KINDLY RETURN RECORDED DOCUMENT TO:

JOSEPH H. OMANSKY, ATTY.
Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.
341 North Calvert Street
Baltimore, Maryland 21202

(301) 685-0111

1150

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 03-29-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

RECORD FEE 11.00
POSTAGE CK .50

NS04750 0745 R01 T12#42
04/03/89

Debtor(s) (Last Name First) and mailing address:

Suberi Gallery of Enchanted Art, Inc.
216 Main Street
Annapolis, MD 21401

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

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

H. ERLE SCHAFER
CIRCUIT COURT

Name and address of Secured Party

Bay National Bank
2661 Riva Road
Annapolis, MD 21401

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .80

Date of maturity, if any

Check if proceeds/products of collateral are covered:

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax Imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$

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

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ 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.

Suberi Gallery of Enchanted Art, Inc.

Bay National Bank

Max Suberi, President

Signature of Secured Party

Paul R. O'Connell, Vice President

11.50

146939

BOOK 539 PAGE 241

276723

FINANCING STATEMENT

RECORD FEE 11.00
POSTAGE .50
#409900 0237 R02 T14:02
04/03/89

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

5. Debtor(s) Name(s) Address(es)
Cardinal Painting Contractors, Inc. 8 Crain Highway Suite 5
Glen Burnie, Maryland 21061

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

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 Cardinal Painting Contractors, Inc.

BY: James R. Sherman (Seal)
JAMES R. Sherman, President (Seal)

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

11.00

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

RETURN TO: THOMAS A. MACDONNELL, JR., FWB MORTGAGE, INC., 6000 EXECUTIVE BLVD., SUITE 508, ROCKVILLE, MD 20852

539 242

276730

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

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

TROUTMAN-CLOHAN ASSOCIATES, c/o William C. Clohan, Jr.	1300	Crystal Drive, PH #5,	Arlington,	VA 22202
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<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
FIRST WOMEN'S BANK OF MARYLAND	1800	Rockville Pike	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)

The collateral is described on Exhibit A attached hereto. The real estate in which the collateral is located is described on Exhibit B attached hereto. The record owner of the real estate is Debtor.

(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

RECORDING FEE 15.00
 POSTAGE CK .50
 #525020 0345 R01 T14#22
 04/03/89
 ERLE SCHAFER
 CIRCUIT COURT

Debtor(s) or assignor(s)

TROUTMAN-CLOHAN ASSOCIATES _____ (Seal)
(Corporate, Trade or Firm Name)

By: William C. Clohan, Jr. _____
William C. Clohan, Jr., General Partner Signature of Secured Party or Assignee

By: Robert B. Troutman _____
Robert B. Troutman, General Partner (Owner, Partner or Officer and Title)
(Signatures must be in ink)

15

EXHIBIT A

This Financing Statement covers the following types of property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; all except for any right, title or interest therein held by any tenant under a lease or any property owned by a general contractor; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

C. 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 awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Deed of Trust and Security Agreement 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 Debtor to Secured Party in the amount of \$1,235,000.00. All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in EXHIBIT B attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

All that Land situate in Anne Arundel County, Maryland and more particularly described as follows:

BEING known and designated as Lot No. 6, as shown on the Plat entitled "South River Spring Lakes, Section IV", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 33.

AND

BEING known and designated as Lot No. 33, IV as shown on Minor Subdivision Plat entitled, "South River Spring Lakes", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3773, folio 485.

AND

BEING known and designated as Lot No. 18, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 37.

AND

BEING known and designated as Lot No. 21, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 37.

AND

BEING known and designated as Lot No. 4, as shown on the Plat entitled "South River Spring Lakes, Section VI-Plat One", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

AND

BEING known and designated as Lot No. 7, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat One", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

6000 EXECUTIVE BLVD., SUITE 508,
ROCKVILLE, MD 20852
THOMAS A. MACDONNELL, JR., FWB MORTGAGE, INC.,

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

BOOK 539 PAGE 245

276731

FINANCING STATEMENT

For Filing Officer Use	
File No.	
Date &	
Hour	

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN THE CHATTEL RECORDS OF
LAND RECORDS ANNE ARUNDEL COUNTY, MD

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>
Clohan, William C., Jr. and Dexanne B.		1300 Crystal Drive, PH #5,	Arlington,	VA 22202

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
FIRST WOMEN'S BANK OF MARYLAND		1800 Rockville Pike	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)

The collateral is described on Exhibit A attached hereto. The real estate in which the collateral is located is described on Exhibit B attached hereto. The record owner of the real estate is Troutman-Clohan Associates.

(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

FEE 15.00
POSTAGE CK .50
#525030 0345 R01 T14#23
04/03/89

Debtor(s) or assignor(s)

<u>William C. Clohan Jr.</u>	_____ (Seal)
William C. Clohan, Jr.	(Corporate, Trade or Firm Name)
<u>Dexanne B. Clohan</u>	_____
Dexanne B. Clohan attorney-in-fact.	Signature of Secured Party or Assignee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

15

This Financing Statement covers the following types of property:

A. All of Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used in connection with any present or future operation of the Land or the Improvements, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that leased from a telephone company); all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, cabinets, mirrors, mantels, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be erected in or upon the Land; and every renewal or replacement thereof or articles in substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; all except for any right, title or interest therein held by any tenant under a lease or any property owned by a general contractor; and

B. All of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

C. 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 awards or payments as a result of the exercise of eminent domain or alteration of the grade of any street; and

D. All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral arising from the operation of the premises hereinafter described.

The aforesaid items are included as security in a certain Deed of Trust and Security Agreement 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 Debtor to Secured Party in the amount of \$1,235,000.00. All capitalized terms used herein shall have the same meaning as in such Deed of Trust and Security Agreement, unless otherwise defined herein.

The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or are used in connection with, or will affect, be affixed or be appurtenant to or are used in connection with, property of which the Debtor is the owner of a fee simple estate, as more fully described in EXHIBIT B attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement hereinabove referenced, together with the Improvements thereon erected.

All that Land situate in Anne Arundel County, Maryland and more particularly described as follows:

BEING known and designated as Lot No. 6, as shown on the Plat entitled "South River Spring Lakes, Section IV", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 33.

AND

BEING known and designated as Lot No. 33, IV as shown on Minor Subdivision Plat entitled, "South River Spring Lakes", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3773, folio 485.

AND

BEING known and designated as Lot No. 18, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 37.

AND

BEING known and designated as Lot No. 21, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat Two", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 37.

AND

BEING known and designated as Lot No. 4, as shown on the Plat entitled "South River Spring Lakes, Section VI-Plat One", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

AND

BEING known and designated as Lot No. 7, as shown on the Plat entitled "South River Spring Lakes, Section VI- Plat One", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 77, folio 36.

32.815.13
3/29/89

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:

G.W. Koch Associates, Inc.

Address:

c/o Gary W. Koch
900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

RECORD FEE 21.00
POSTAGE *CK* .50
#325290 0777 R03 715:06
04/03/89
JULIE L. SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party:

Provident Bank of
Maryland

Address:

114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air 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 appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions 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;

21.5

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

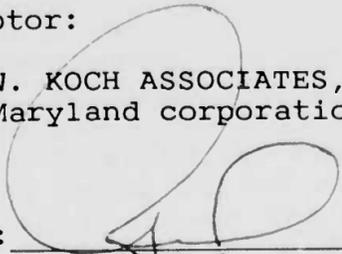
4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Alex J. Guggenheim and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland.

5. Proceeds of collateral are covered hereunder.

6. The land consists of approximately 59 acres of land more particularly described in Exhibit A attached hereto.

Debtor:

G.W. KOCH ASSOCIATES, INC.,
a Maryland corporation

By:  _____ (SEAL)
Gary W. Koch, President

Dated: March 31, 1989

Please return to:

Sandra H. Darby, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

PROPERTY DESCRIPTION

Description of Blue Waters Farm

BEGINNING for the same at a pipe found at the beginning of the 15th or South 41 22' East 137.50 feet line of that parcel of land which by warranty deed recorded among the land records of Anne Arundel County in liber 2711 folio 284 was granted and conveyed by Nanette Payne Thomas, widow and Payne E.L. Thomas executer and trustee for Charles C. Thomas deceased, to Payne E.L. Thomas and Wayne I. Bolinger, said point being at the end of the North 41 22' West 137.50 feet line as shown on the plat entitled Blue Waters Farm recorded among the land records of Anne Arundel County in plat book 18 page 16 thence running with and binding on the 15th line of the abovementioned deed and with the outline of the Blue Waters Farm plat as now surveyed

- (1) South 41 46' 17" East 137.53 feet to a pipe found thence running with the sixteenth line of above mentioned deed
- (2) North 48 13' 23" East 339.87 feet to a point at the southwest end of a 15' wide road as shown on the above mentioned plat of Blue Waters Farm, thence continuing with said bearing and running with the northwest side of said 15' wide road (which said line is missing from the above mentioned deed)
- (3) North 48 13' 23" East 80.00 feet to a pipe found on the southwest side of Maryland Route 177 (Mountain Road) thence running with and southwest side of said road the following 3 courses and distances
- (4) South 54 51' 37" East 302.55 feet
- (5) 299.60 feet along the arc of a curve to the right having a radius of 1270.00 and a chord of South 48 06' 08" East 298.91 feet and
- (6) South 41 20' 37" East 948.54 feet thence leaving said Mountain Road and running with and binding on the first line of the parcel of land described in the deed mentioned hereinabove
- (7) South 53 33' 36" West 1991.37 feet to the shoreline of Cornfield Creek (Crossing over a concrete monument found 401.97 feet and 1201.69 feet along said line)

thence running with a binding on the shoreline of Cornfield Creek the following 39 courses and distances

- (8) North 14 25' 15" West 14.37'
- (9) North 04 50' 38" West 59.21'
- (10) North 31 40' 32" West 55.23'
- (11) North 04 37' 27" West 136.44'
- (12) North 13 23' 33" West 32.38'
- (13) North 05 03' 36" West 96.38'
- (14) North 07 12' 51" West 39.82'
- (15) North 13 45' 39" West 25.22'
- (16) North 05 59' 47" West 119.65'
- (17) North 26 03' 13" East 25.04'
- (18) North 20 08' 11" West 47.93'
- (19) North 12 39' 09" West 100.44'
- (20) North 10 00' 29" East 43.16'
- (21) North 38 47' 48" West 32.72'
- (22) South 86 45' 10" West 70.61'

- (23) North 48 21' 59" West 42.15'
- (24) North 62 52' 43" West 161.23'
- (25) North 78 51' 49" West 64.72'
- (26) South 81 33' 09" West 51.05'
- (27) North 43 01' 30" West 20.52'
- (28) North 01 07' 24" West 25.50'
- (29) North 03 19' 39" East 43.07'
- (30) North 09 09' 44" West 31.40'
- (31) North 00 42' 26" West 40.50'
- (32) South 86 11' 09" East 7.52'
- (33) South 23 11' 55" East 15.23'
- (34) North 70 13' 58" East 34.00'
- (35) North 55 05' 51" East 26.22'
- (36) North 14 37' 15" East 23.77'
- (37) North 25 33' 36" West 12.75'
- (38) North 62 49' 08" West 20.80'
- (39) North 50 18' 03" West 34.44'
- (40) North 32 14' 33" West 38.43'
- (41) North 07 15' 35" West 79.13'
- (42) North 18 58' 13" West 33.84'
- (43) North 27 26' 23" West 29.30'
- (44) North 45 00' 00" West 57.98'
- (45) North 58 43' 20" West 62.60'
- (46) North 67 01' 38" West 47.69'

thence leaving said shoreline and running with the 14th line of the abovementioned deed

(47) North 48 11' 54" East 1042.70 feet (crossing over a pipe found 5.00 feet along said line) to the place of beginning.

Containing 59.733 acres of land as now surveyed by Ronald W. Johnson Associates Inc.

SUBJECT to a 15 foot wide road running parallel with adjacent to and southeasterly of the 3rd line of the above described parcel of land and more particularly shown on the aforementioned plat of Blue Waters Farm recorded in plat book 18 page 16.

BEING all of that parcel of land which by warranty deed recorded among the land records of Anne Arundel County in liber 2711 folio 284 was granted and conveyed by Nanette Payne Thomas, widow and Payne E.L. Thomas executor and trustee for Charles C. Thomas deceased, to Payne E.L. Thomas and Wayne I. Bolinger.

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

BOOK 539 PAGE 253

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____

Date of Filing February 2, 1989 Record Reference _____
Maturity date (if any) None 276225 Book 537 Page 345

SLADE FINANCIAL SERVICES, LTD
7 Church Lane, Suite 16A,
Baltimore, Md 21208

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
George A. Aquilla		5010 Fleming Road,	Mt. Airy, Md.	21771
Flora M. Aquilla		5010 Fleming Road,	Mt. Airy, Md.	21771

Name of Secured Party or assignee	No.	Street	City	State
Slade Financial Services, Ltd	7	Church Lane,	Suite 16A, Baltimore,	Md. 21208

J.F.
CLERK

CHECK APPLICABLE STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#324570 0777 R03 T13:52
04/03/89
JANE SCHAFER
AA CO. CIRCUIT COURT

RETURN TO:

Financing Statement recorded on February 2, 1989, in favor of George A and Flora M. Aquilla is subordinated in favor of Financing Statement executed by Eckert Lithograph, Inc. to Slade Financial Services, Ltd.

Debtor(s) or assignor(s)

George A. Aquilla
George A. Aquilla

Flora M. Aquilla
Flora M. Aquilla

(Type or print name under signature)

SLADE FINANCIAL SERVICES, LTD (Seal)
(Corporate, Trade or Firm Name)

by: Marvin E. Glass
Signature of Secured Party or Assignee
President - Marvin E. Glass

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

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

BOOK 539 PAGE 254

For Filing Officer Use	
File No.....	276733
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>
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ECKERT LITHOGRAPH, INC 611 (H&J) Hammonds Ferry Road, Linthicum, Md. 21090

SLADE FINANCIAL SERVICES, LTD.
7 Church Lane, Suite 16A,
Baltimore, Md. 21208

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

SLADE FINANCIAL SERVICE, Ltd 7 Church Lane, Suite 16A, Baltimore, Md. 21208

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

The equipment of the debtor as set forth in the attached Schedule "A", located at 611(H&J) Hammonds Ferry Road, Linthicum, Md. 21090.

RECORD FEE 11.00
POSTAGE BK .50
#324580 0777 R03 713:52
04/03/89

RETURN TO:

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

ECKERT LITHOGRAPH, INC

By: Donald A. Eckert, Pres

(Type or print name under signature)

SLADE FINANCIAL SERVICES, LTD. (Seal)
(Corporate, Trade or Firm Name)

By: Marvin E Glass, Pres
Signature of Secured Party or Assignee

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

SCHEDULE "A" - List of Equipment, etc. at 611 (48J) Hammonds
Ferry Road, Linthicum, Maryland 21090

Baum Folder, 25"x38", Model No. 433, Serial 14031;
Baum Folder, 25"x38", Model 260, Serial No. 77023;
Nissan Fork Lift Truck, Serial No. 02A209;
Sullair Compressor, Model No. 186-25;
Martini B4 Perfect Binder, with twelve (12) Sheridan
Short Arm Boxes, Serial No. 232;
Interlake Hand Stitcher, Model A, Serial No. 8201;
Interlake Hand Stitcher, N38 2 1/2H, Serial No. 21764;
Pivano Royal Zenith Cutter, 44 1/8", Model No. FG1124, No. 42110;
Challenger Pager Drive, Model No. MS-10A, Serial No. 66-182;
Omega Automatic Drill;
Wohlenberg 3 Knife Trimmer, Type 44FM50, Serial No. 3232-010;
Martini Hand Perfect Binder, Model AZ1, Serial No. 660;
Sheridan Gatherer and Stitcher;
~~General Hydraulic Baler (for waste paper);~~ *JS*
Sheridan Saddle Stitcher, Serial No. 478;
Sheridan Perfect Binder, Serial No. AG60;
3 NuArc Light Tables for stripping;
Log E 24" Film Processor;
Chemco Spartan II Camera with 24" lights,
Model No. 1244, Serial No. 314;
NuArc Ultra Plus Flip Top Platemaker,
Model No. FT52VGUPNS, Serial No. LV-886-001;
Harris LUM Offset Press, two (2) color, 25 3/4"x38 1/2",
Serial No. 291;
Harris Offset Press, Serial No. 30-1489;
Color King Two (2) unit web press, 22 3/4"x35",
Model No. F11A-A-6-78-110NE.

EXHIBIT "A" - JOHN T. AISQUITH PROPERTY

All that piece or parcel of land, situated, lying and being in the first tax district of Anne Arundel County, Maryland; the same being part of the land conveyed by Leroy Bald, Trustee, to John Thirkeld Aisquith and Ruth Elizabeth Aisquith, his wife, by deed dated December 4, 1969 recorded in Liber 2326 Folio 219 and by Confirmatory Deed dated February 1, 1974 recorded in Liber 2654 Folio 88, both recorded among the Land Records of Anne Arundel County, Maryland; the same being more particularly described as follows:

Beginning for the same at an iron pipe found at the end of the third or North 59° 55' 50" West 128.03 feet line of said conveyance to Aisquith, said point also being on the northern side of a forty (40) feet right of way as described in said conveyance; thence leaving said point of beginning reversely with said third line and part of the fourth line of said conveyance and binding on said right of way, the following two (2) courses

- 1) South 59° 57' 31" East 127.97 feet to a point; thence
- 2) South 63° 33' 41" East 341.90 feet to a point; thence with the third thru seventh lines of the conveyance to Elmer W. Aisquith and Anna Mac Aisquith, his wife, by deed dated January 17, 1972 recorded among said Land Records in Liber 2464 Folio 119 and still binding on said right of way, the following five (5) courses
 - 3) South 58° 03' 41" East 324.63 feet to a point; thence
 - 4) South 24° 56' 01" East 266.71 feet to a point; thence
 - 5) South 38° 31' 41" East 218.48 feet to a point; thence
 - 6) South 41° 22' 41" East 312.99 feet to a point; thence
 - 7) South 50° 22' 41" East 86.92 feet to a point; thence crossing said right of way and reversely with part of the forty-second and forty-first lines of said conveyance to John Thirkeld Aisquith et ux., the following course
 - 8) South 28° 45' 06" West 40.74 feet to a point; thence binding on the southern side of said forty (40) feet right of way and reversely with the fifth and fourth lines of the Second Parcel of the conveyance to Lester G. Aisquith by Deed dated February 1, 1974 recorded among said Land Records in Liber 2654 Folio 99, the following two (2) courses
 - 9) North 50° 22' 41" West 96.53 feet to a point; thence
 - 10) North 41° 22' 41" West 120.68 feet to a point; thence reversely with the third and second lines of said conveyance to Lester G. Aisquith, the following two (2) courses
 - 11) South 28° 45' 06" West 648.72 feet to an iron pipe found; thence
 - 12) South 40° 16' 09" East 223.09 feet to an iron pipe found at the end of the fortieth line of said conveyance to John Thirkeld Aisquith et ux; thence reversely with said fortieth line and part of the thirty-ninth line of said conveyance, the following course

- 13) South 40° 18' 11" East 743.61 feet to the centerline of a thirty (30) feet right of way as described in said conveyance; thence binding on said centerline and with the eighth, ninth and tenth lines of the First Parcel of said conveyance to Lester G. Aisquith, the following three (3) courses
- 14) South 35° 44' 49" West 160.89 feet to a point; thence
- 15) South 39° 19' 49" West 158.31 feet to a point; thence
- 16) South 42° 37' 19" West 367.86 feet to a point; thence with the first and second lines of the conveyance to Richard Allen Singleton and Margaret Nancy Singleton, his wife, by deed dated July 15, 1970 recorded among said Land Records in Liber 2355 Folio 200, the following two (2) courses
- 17) North 37° 03' 16" West 539.48 feet to a point; thence
- 18) South 50° 25' 44" West 216.10 feet to the centerline of said thirty (30) feet right of way; thence binding on said centerline and reversely with part of the twenty-sixth and the twenty-first thru twenty-fifth lines of said conveyance to John Thirkeld Aisquith et ux. the following five (5) courses
- 19) North 21° 42' 51" West 112.64 feet to a point; thence
- 20) North 27° 19' 51" West 313.06 feet to a point; thence
- 21) North 39° 21' 21" West 1164.21 feet to a point; thence
- 22) North 36° 18' 21" West 184.32 feet to a point; thence
- 23) North 30° 14' 51" West 446.74 feet to the southeastern side of Riva Road, thirty (30) feet wide; thence with said southeastern side and part of the twentieth line of said conveyance to John Thirkeld Aisquith et ux. the following course
- 24) North 60° 37' 29" East 15.00 feet to a point; thence with the first thru ninth lines of the conveyance to Linda A. Christenson and Michael J. Christenson, her husband, by deed dated June 4, 1979 recorded among said Land Records in Liber 3219 Folio 823, the following nine (9) courses
- 25) South 30° 14' 51" East 40.00 feet to a point; thence
- 26) North 60° 37' 29" East 55.54 feet to a point; thence
- 27) North 38° 34' 09" East 86.83 feet to a point; thence
- 28) South 76° 34' 06" East 69.33 feet to a point; thence
- 29) South 54° 35' 06" East 183.33 feet to an iron pipe found; thence
- 30) North 43° 20' 49" East 302.95 feet to an iron pipe found; thence
- 31) North 54° 42' 03" West 290.08 feet to an iron pipe found; thence
- 32) South 43° 22' 59" West 302.38 feet to an iron pipe found; thence

- 33) North 76° 34' 06" West 12.63 feet to intersect said southeastern side of Riva Road, part of which is now abandoned; thence reversely with part of the eighteenth and the fourth thru seventeenth lines of said conveyance to John Thirkeld Aisquith et ux, the following fourteen (14) courses
- 34) North 13° 22' 29" East 35.49 feet to a point; thence
- 35) North 13° 08' 21" West 133.03 feet to a point; thence
- 36) North 14° 06' 21" West 79.04 feet to a point; thence
- 37) North 08° 41' 09" East 104.27 feet to a point; thence
- 38) North 30° 50' 19" East 149.21 feet to a point; thence
- 39) North 32° 45' 09" East 112.12 feet to a point; thence
- 40) North 36° 19' 39" East 55.17 feet to a point; thence
- 41) North 45° 21' 09" East 53.54 feet to a point; thence
- 42) North 56° 54' 39" East 99.04 feet to a point; thence
- 43) North 65° 17' 29" East 98.87 feet to a point; thence
- 44) North 66° 53' 49" East 68.08 feet to a point; thence leaving said Riva Road and binding on the northern side of the aforesaid forty (40) feet right of way, the following three (3) courses
- 45) South 42° 38' 51" East 107.43 feet to a point; thence
- 46) South 63° 58' 41" East 157.09 feet to a point; thence
- 47) South 66° 26' 31" East 112.53 feet to the point of beginning; containing 3,105,030 square feet or 71.2817 acres of land, more or less, as now described.

SUBJECT to and together with the use in common with others of the 30-foot Right-of-Way leading from the Riva County Road to Raymond Aisquith's property, and the 40-foot Right-of-Way (30 feet in part) leading from the Riva County Road through the subject property and Raymond Aisquith's property to the lots on the shore of Beard's Creek, said 40-foot Right-of-Way (30 feet in part), more particularly described as follows, and all Rights-of-Way as more particularly shown on a Plat recorded with a confirmatory deed dated February 1, 1974 from Leroy Bald, Trustee, to John Thirkeld Aisquith and Ruth Elizabeth Aisquith recorded in the Land Records of Anne Arundel County at Liber 2654, Folio 88.

BEGINNING for the same at the intersection of the centerline of a 40-foot Right-of-Way with the Southernmost side of the Riva County Road (30 feet wide) distant, with meridian referred to Anne Arundel County Planning and Zoning Commission Grid North, from an iron pipe now set at the beginning of the North 63° West 243 Perch Line of the conveyance by William H. Tuck, Trustee, to Thomas Holliday by deed dated December 20, 1849, and recorded

among the Land Records of Anne Arundel County in Liber J.11.11. 4, folio 411; said conveyance being the First Parcel of the whole tract conveyed by Eugene M. Childs, Trustee, to John Aisquith and wife by deed dated April 12, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.11.11. 565, folio 428--North 64° 11' West 2,853.88 feet, North 63° 32' West 663.00 feet, North 59° 55' 50" West 128.03 feet, North 66° 23' 40" West 112.61 feet, North 63° 55' 50" West 157.20 feet, North 42° 36' West 107.50 feet, and South 66° 56' 40" West 21.22 feet; thence leaving said beginning point so fixed and said Riva County Road and running with the centerline of a 40-foot Right-of-Way through said First Parcel and the properties of Thirkeld Aisquith and Raymond Aisquith to the centerline of a 30-foot Right-of-Way as now surveyed and shown on a Plat attached hereon South 42° 36' East 118.37 feet, South 63° 55' 50" East 158.17 feet, South 62° 57' 10" East 242.70 feet, South 63° 32' East 347.74 feet, South 58° 00' 20" East 311.37 feet, South 24° 52' 40" East 263.31 feet, South 38° 30' 10" East 218.69 feet, South 41° 16' 30" East 318.02 feet, South 50° 19' 20" East 92.47 feet to intersect the Northwesternmost line of Raymond Aisquith's property; thence leaving Thirkeld Aisquith's property and running through Raymond Aisquith's property with the centerline of said 40-foot Right-of-Way as now surveyed South 50° 11' East 100.09 feet, South 63° 56' 30" East 144.19 feet, South 68° 37' 50" East 122.10 feet, South 69° 56' 20" East 101.27 feet, South 69° 41' 30" East 190.04 feet, South 38° 29' 40" East 71.14 feet, South 11° 09' 50" East 163.95 feet, South 50° 43' 30" East 311.86 feet, South 46° 04' 20" East 194.11 feet, South 49° 37' East 247.79 feet, South 53° 57' 30" East 116.71 feet, South 65° 21' 40" East 86.28 feet, South 79° 38' 30" East 65.91 feet, North 77° 14' East 59.96 feet, North 59° 29' 50" East 60.62 feet, North 43° 56' 50" East 59.31 feet, North 39° 25' 40" East 159.12 feet, North 55° 52' 40" East 63.29 feet, South 87° 30' East 60.53 feet, South 45° 01' 20" East 75.18 feet, South 41° 07' 10" East 330.44 feet, South 42° 50' 10" East 93.82 feet, South 54° 58' 10" East 80.96 feet, South 62° 39' 10" East 128.26 feet, South 56° 45' East 97.25 feet, and South 44° 47' 30" East 283.26 feet to the centerline intersection of said 40-foot Right-of-Way with a 30-foot Right-of-Way; thence leaving said 40-foot Right-of-Way and running with the centerline of said 30-foot Right-of-Way, as now surveyed and shown on said Plat, South 13° 28' 10" West 498.19 feet to the place of ending, according to a survey and Plat made by Edward Hall, III, and Associates, Registered Land Surveyors, in February, 1968; and described by Richard W. Walker, Professional Land Surveyor, in July, 1968.

BEING a 40-foot Right-of-Way (and part of a 30-foot Right-of-Way) leading from the Riva County Road (30 feet wide through the property of Thirkeld Aisquith and the property of Raymond Aisquith as now surveyed, to the lots on Beard's Creek.

ALSO SUBJECT to and together with the use in common with others of said 15-foot Right-of-Way running from the said 30-foot Right-of-Way to the shoreline of Beard's Creek; and together with the use in common with others of said 30-foot Right-of-Way leading to a 40-foot Right-of-Way running with to Riva County Road (30 feet wide), and together with the use in common with others of said 40-foot Right-of-Way leading to Riva County Road, said 40-foot Right-of-Way and said 30-foot Right-of-Way are more particularly described at length in Parcel First above, and as more particularly shown on a Plat recorded with confirmatory deed dated February 1, 1974 from Leray Bald, Trustee, to John Thirkeld Aisquith and Ruth Elizabeth Aisquith recorded in the Land Records of Anne Arundel County at Liber 2654, Folio 88.

Saving and Excepting the following described 2.3136 parcel acre of land:

All that parcel of land situated, lying and being in the first tax district of Anne Arundel County, Maryland; the same being part of the land conveyed by Leroy Bald, Trustee, to John Thirkeld Aisquith and Ruth Elizabeth Aisquith, his wife, by deed dated December 4, 1969 recorded in Liber 2326 Folio 219 and by Confirmatory Deed dated February 1, 1974 recorded in Liber 2654 Folio 88, both recorded among the Land Records of Anne Arundel County, Maryland; the same being more particularly described as follows:

Beginning for the same at a point in the twenty-sixth or South 21° 40' East 230.71 feet line of said conveyance to Aisquith, said point also being on the centerline of a thirty (30) feet right of way as described in said conveyance, said point also being at the end of the second or South 50 27' West 216.10 feet line of the conveyance to Richard Allen Singleton and Margaret Nancy Singleton, his wife, by deed dated July 15, 1970 recorded among said Land Records in Liber 2355 Folio 200; thence from said point of beginning and binding on said centerline and reversely with part of said twenty-sixth line and reversely with the twenty-fifth and part of the twenty-fourth line of said conveyance to Aisquith, the following three (3) courses

- 1) North 21° 42' 51" West 112.64 feet to a point; thence
- 2) North 27° 19' 51" West 313.06 feet to a point; thence
- 3) North 39° 21' 21" West 17.81 feet to a point; thence so as to cross and divide said conveyance to Aisquith, the following three (3) courses
- 4) North 79° 09' 11" East 259.20 feet to a point; thence
- 5) South 36° 55' 17" East 306.73 feet to a point; thence
- 6) South 50° 25' 44" West 98.00 feet to a point at the beginning of the aforesaid second line of the conveyance to Singleton; thence with said line, the following course
- 7) South 50° 25' 44" West 216.10 feet to the point of beginning; containing 100,779 square feet or 2.3136 acres of land, more or less, as now described.

Together with the right to use in common with others for ingress and egress to the public road, the thirty-foot Right-of-Way described in the above mentioned deed; provided, however, if other reasonable and suitable access to the public road is constructed, this Right-of-Way shall be extinguished.

BEING all of the remaining property and rights-of-way acquired by Grantor herein by Deed dated December 4, 1969 from Leroy Bald, Trustee, and recorded among the Land Records of Anne Arundel County in Liber MS112326, folio 219.

BEING ALSO all of the remaining property and rights-of-way acquired by Grantor by Confirmatory Deed dated February 1, 1974 from Leroy Bald, Trustee, and recorded among the Land Records of Anne Arundel County in Liber 2654, folio 88.

Mail to

Thirkeld - Aisquith

BEGINNING for the same at an iron pipe now set at the end of the first line of Lot Number 1 of the second parcel of the conveyance by Charles H. Chidakel and wife to Charles E. Sanford and wife by deed dated July 28, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1494, folio 452; said beginning being distant North 30° 38' 30" West, 220.40 feet from Anne Arundel County Planning and Zoning Marker 386C--being an iron bar found at a bend in the County Road to Mason's Beach; and also distant North 20° 50' 30" West, 303.91 feet from the end of the South 40° 32' West, 1660 foot, more or less, line shown on a plat of the William Tyler Estate filed among the Equity Records of Anne Arundel County in Equity Number 6409; thence leaving said beginning point so fixed and running with the outlines of said conveyance to Sanford and said line shown on the plat of the William Tyler Estate, with meridian referred to Anne Arundel County Grid North, North 20° 50' 30" West, 762.77 feet to an iron pipe set at a fence post at the end of the first line of Lot Number 2 of the second parcel of said conveyance to Sanford; thence leaving said William Tyler Estate and running with the second line of said Lot Number 2, as now surveyed, North 82° 43' 40" West, 406.17 feet to a spike found in the South base of the stump of a double Gum Tree at the end of the first line described in the conveyance by Louise Bias, et al, to Thomas L. Simmons and wife by deed dated September 18, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 865, folio 497; thence leaving the outlines and running with the lines of said conveyance, as now surveyed, South 160° 39' 10" West, 132.15 feet to an iron pipe there found and North 73° 24' 40" West, 199.89 feet to an iron pipe found on the easternmost side of the Deale-Churchton State Road (Maryland Route Number 256 - 60 feet wide); thence leaving said conveyance to Simmons and running with the said side of the State Road to include the first parcel described in the said conveyance by Charles H. Chidakel and wife to Charles E. Sanford, South 160° 32' 30" West, 291.67 feet to a concrete monument there found; thence leaving said State Road and running with the northernmost and easternmost lines of the conveyance by James T. Bias and wife to Frederick W. Caldwell by deed dated July 3, 1948 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 488, folio 21 (now the Baltimore Gas & Electric Company Transformer Site) South 75° 16' 20" East, 200.0 feet to a concrete monument there found and South 150° 31' West, 100.0 feet to a concrete monument there found; thence leaving said conveyance to Caldwell and running with the easternmost line of the conveyance by James T. Bias and wife to the Deale Community Association, Inc., by deed dated July 18, 1947, and

recorded among the Land Records of Anne Arundel County in Liber J.H.H. 424, folio 130--continuing South 150° 31' West, 150.35 feet to an iron pipe there found in the said first line of Lot Number 1 of the second parcel described in said conveyance by Chidakel to Sanford; thence leaving conveyance to the Deale Community Association, Inc., and running with part of said first line and with the third or North 68° 10' West, 52.08 perch line described in the conveyance by Lavinia P. Maccarme, Administratrix to the Estate of Julius Phipps, to the Chesapeake Methodist Church by deed dated March 24, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 517, folio 591, South 74° 41' 30" East, 649.73 feet to the place of beginning. Containing 9.824 acres, more or less. According to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in November 1967.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: 3-27-89

(x) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Tidewater Mortgage Company
900 Crain Highway
ADDRESS: Glen Burnie, MD 21061

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

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

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

RECORD FEE 11.00
POSTAGE **CK** .50
#325880 C777 R03 T10:58
04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):
Tidewater Mortgage Company
(Company Name)

BY: *Marlene A. Young*
Marlene A. Young, President

BY: *James C. Parsons*
James C. Parsons, V. President

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Ann W. Shymansky*
(Authorized Signature)

Ann W. Shymansky Commercial
(Type Name and Title) Loan Officer

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

175

276737

539 264

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)
Island Swimming Sales, Inc.
d/b/a Island Recreational
51 Mercedes Way
Deer Park, New York 11717
and Schedule I annexed hereto:

2 Secured Party(ies) and address(es)
Irving Trust Company
One Wall Street
New York, New York 10015
Attention: Legal Division

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

RECORD FEE 14.00

4. This financing statement covers the following types (or items) of property:
Collateral, as defined in Annex A hereto, including,
but not limited to, all accounts, general intangibles,
instruments, investment securities, chattel paper,
documents, inventory, equipment, farm products and
consumer and other goods.

5. Assignee(s) of Secured Party and Address(es)
ADDRESS 0777 R03 T10+59
04/04/89
CK: H. ERLE SCHAFER
AA CO. CIRCUIT COURT

IRVING TRUST

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

Filed with: Anne Arundel County,
Maryland

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

ISLAND SWIMMING SALES, INC.
d/b/a ISLAND RECREATIONAL

IRVING TRUST COMPANY

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

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

Title

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

ANNEX A
to Financing Statement
Island Swimming Sales, Inc. d/b/a Island Recreational,
as Debtor
Irving Trust Company
as Secured Party

"Collateral" means (except to the extent specifically excluded below): All personal property and fixtures of Debtor or in which Debtor has an interest, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind, nature and description, tangible or intangible, including, but not limited to, (i) all accounts and general intangibles (including, but not limited to, in each case, contract rights and, in the case of general intangibles, tax refunds), instruments, investment securities, chattel paper and documents; (ii) all inventory; (iii) all equipment (including, but not limited to, machinery, furniture and vehicles); (iv) all farm products; (v) all consumer goods; (vi) to the extent not otherwise included, all claims, demands and rights (including, but not limited to, claims to insurance proceeds and rights to payment under letters and advices of credit); (vii) to the extent not otherwise included, all money, other goods and other rights in personal property and fixtures; and (viii) the proceeds, products and accessions of and to any of the foregoing. There shall be excluded from Collateral all tort claims, judgment claims, rights of set-off and rights to any balance in any deposit account maintained with any bank, including the Secured Party, or similar organization, in each case, however, only to the extent that a security interest therein may not be perfected under Article 9 of the Uniform Commercial Code. The exclusion of any item from the foregoing definition shall not have the effect of excluding such item (if otherwise included) from the collateral under any security or other agreement between the Debtor and the Secured Party, or in any way limiting the effectiveness, as to such item, of any such security or other agreement which otherwise includes such item as collateral or provides for the transfer of any interest in such item.

BOOK 539 PAGE 266

Schedule I

TRADE NAME

Island Recreational of Maryland, Inc.

3835Z

276738

539 267

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)

Gleeson, David W.
708 Monmouth Avenue
Severna Park, MD 21146

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

Kenbee Management, Inc.
24 River Road
Bogota, NJ 07603

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

RECORD FEE CK 11.00
POSTAGE .50
#325910 0777 R03 T11:00
04/04/89

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

All of debtor's right, title and interest as Limited Partner in Vermont Associates, a New Jersey Limited Partnership.

NOT SUBJECT TO RECORDATION TAX

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

Del-Val Financial Corp.
24 River Road
Bogota, NJ 07603

KJH

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

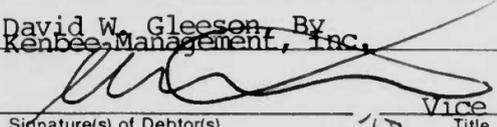
Filed with:

- 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:

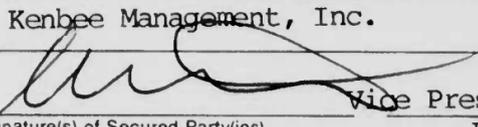
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

David W. Gleeson, By
Kenbee Management, Inc.

Kenbee Management, Inc.

By: 
Signature(s) of Debtor(s)

Vice President
Title


Signature(s) of Secured Party(ies)

Vice President
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

276739

539 PAGE 268

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) Benson, Milton & Carol 1 Wood Road Annapolis, MD 21402	2. Secured Party(ies) and address(es) Kenbee Management, Inc. 24 River Road Bogota, NJ 07603	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE CK .50 #325920 0777 R03 T11:00 04/04/89 H. ERLE SCHAEFER 5. Assignee(s) of Secured Party and Address(es) DEL. CIRCUIT COURT Del-Val Financial Corp. 24 River Road Bogota, NJ 07603 KJH
4. This financing statement covers the following types (or items) of property: All of debtor's right, title and interest as Limited Partner in Lawrenceburg Associates, a New Jersey Limited Partnership. NOT SUBJECT TO RECORDATION TAX		

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

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

Filed with:

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

~~Kenbee Management, Inc.~~
 Inc.

By: [Signature] Vice President Title By: [Signature] Vice President Title

Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use in Most States)

MARYLAND FINANCING STATEMENT

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

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

1. LESSEE: SDJ, Inc. dba Thriftway Foods
(Name or Names)
1031 Bayridge Rd., Annapolis, Maryland 21403
(Address)

LESSEE:
(Name or Names)
(Address)

2. LESSOR: McCALL HANDLING CO.
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

RECORD FEE 12.00
#325930 0777 R03 T11:00
04/04/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. ASSIGNEE (if any)
of LESSOR: HYSTER CREDIT COMPANY.
111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

4. This financing Statement covers the following types (or items) of property:
(1) Advance Scrubber Model Trac 280
Serial Number 288928

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

LESSEE

LESSOR

SDJ, Inc. dba Thriftway Foods

McCALL HANDLING CO.

By: Gary A. Jefferson v.p.
(Title)

By: Janet W. Kuhn Secretary
(Title)

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

By: GARY A. JEFFERSON v.p.
(Title)

(Type or print name of person signing)

Return to: McCALL HANDLING CO.
3900 VERO ROAD
BALTIMORE, MARYLAND 21227

12

MARYLAND FINANCING STATEMENT

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

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

1. LESSEE: Mr. Wilbur Dove
(Name or Names)
1031 Bayridge Rd., Annapolis, Maryland 21403
(Address)

LESSEE:
(Name or Names)
(Address)

2. LESSOR: McCALL HANDLING CO.
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

RECORD FEE 11.00
#325940 0777 R03 111:01
04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. ASSIGNEE (if any)
of LESSOR: HYSTER CREDIT COMPANY.
111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

4. This financing Statement covers the following types (or items) of property:
(1) Advance Scrubber Model Trac 280
Serial Number 288928

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

LESSEE LESSOR
Mr. Wilbur Dove McCALL HANDLING CO.
By: Wilbur L. Dove President By: Janet L. Kuhn Vice President
Wilbur L. Dove (Title) JANET L. KUHN (Title)
(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

276742

BOOK 539 PAGE 271

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

1 Debtor(s) (Last Name First) and Address(es)
DOLPH LARRY D.
TANFIELD DIANE L.
CHESAPEAKE COURT, LOT 6
HANOVER MD 21076

2 Secured Party(ies) Name(s) and Address(es)
KONA MH BROKERS & ASSOC., INC.
P.O. BOX 540
HANOVER, MD 21076

4 For Filing Officer Date Time No Filing Unit
RECORD FEE 12.00
#325950 0777 R03 T11:01
04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

1984 LIBERTY
SERIAL # 08-L-54728
-0-
14 X 70
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

Products of the Collateral are also covered

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)

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).

DOLPH LARRY D.

TANFIELD DIANE L.

By *Dolph Larry D.*
Signature(s) of Debtor(s)

By *Tanfield Diane L.*
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83)

(1) Filing Officer Copy - Numerical 1750
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

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

1. Debtor(s) (Last Name First) and address(es) Orson Inc. of Maryland 8207-09 Cloverleaf Drive Millersville, MD 21108	2. Secured Party(ies) and address(es) Citicorp Leasing, Inc. 450 Mamaroneck Avenue Harrison, NY 10528	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #325960 CT17 R03 T11:02 04/04/89 H. ERLE SCHAFER Ct. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: 745998-001 C (1) Mitsubishi Low Lift Walkie Pallet Truck <i>delivered 3/9/89</i>		5. Assignee(s) of Secured Party and Address(es)

This filing is for informatinal purposes only as the parties intend the transaction to be a true lease and not a security agreement and is exempt from recordation tax under Maryland Code Section 12-108(k) (5) or (4).

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.

Orson Inc. of Maryland
By: *Elliott Anderson*
Signature(s) of Debtor(s)

Citicorp Leasing, Inc.
By: *[Signature]*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

1550

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

BOOK 539 PAGE 273

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252706

RECORDED IN LIBER 475 FOLIO 52 ON 7-23-84 (DATE)

1. DEBTOR

Name Professional Backhoe Service, Inc.
Address 2863 S. Haven Rd. Annapolis, Md. 21237

2. SECURED PARTY

Name ITT Industrial Credit Company
Address P.O. Box 12809 Pittsburgh, Pa. 15241

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/></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 type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

J. F. CLERK

RECORD FEE 10.00
POSTAGE .50
#325970 C777 R03 T11:03
04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 3/14/89

Anne Williams
(Signature of Secured Party)

ITT Industrial Credit Company-40709011
Type or Print Above Name on Above Line

11550

BOOK 539 - 274

276744

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)

MR KENNETH S LISTMAN
226 10TH ST
PASADENA, MD, 21122

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

ENVIRONMENTAL WATER CONTROL INC
511 C EASTERN BLVD
ESSEX, MD, 21221

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

RECORD FEE 11.00
#325980 0777 R03 T11:03
04/04/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

(SECURED PARTY IS SELLER)
INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL 1054
(COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 226 10TH ST
PASADENA, MD, 21122)

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

SECURITY PACIFIC FIN SERV
901 DULANEY VALLEY RD
SUITE 126
TOWSON, MD, 21204

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: A.A. COUNTY

By: Kenneth S Listman
Signature(s) of Debtor(s)
KENNETH S LISTMAN

ENVIRONMENTAL WATER CONTROL INC
By: Joseph B Antonelli
Signature(s) of Secured Party(ies)
JOSEPH B ANTONELLI

STANDARD FORM - FORM UCC-1

(1) Filing Officer Copy-Alphabetical

1/10

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

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

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

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

1. DEBTOR

Name Nevamar Corporation

Address 8339 Telegraph Road, Odenton, MD 21113

2. SECURED PARTY

Name Grady W. Jones Co. of Memphis, Inc.

Address 3965 Old Getwell

Memphis, TN 38118

Person And Address To Whom Statement Is To Be Returned 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) Caterpillar T50C Lift Truck
S/N: 38Y01729

Name and address of Assignee
Caterpillar Financial Services Corporation
17304 Preston Road, Suite 777
Dallas, TX 75252

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

Not Subject to Recordation Tax - Secured Party is seller of equipment

RECORD FEE 11.00
POSTAGE .50
0777 R03 T11:04
04/04/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X *Albert Gandy*
(Signature of Debtor)
Albert Gandy, Manager
Nevamar Corporation

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Grady W. Jones Co. of Memphis, Inc.
(Signature of Secured Party)

X *Grady W. Jones Jr.* ACES.
Type or Print Above Signature on Above Line
Grady W. Jones Jr., President

1150

FORM 539 FILE 277

276717

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)
The Complement
2311-G Forest Drive
Annapolis, MD

2 Secured Party(ies) and address(es)
NCC Leasing
1601 South Main Street
Dayton, Ohio 45409

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

RECORD FEE 11.00
RECORD TAX 31.50
POSTAGE .50

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

Serial #2126-1320/21-19418745

5. Assignee(s) of Secured Party and Address(es)
H. ERLE SCHAFER
NCC Leasing
CIRCUIT COURT
04/04/89

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 4,338.18

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

Filed with:
By: [Signature]
Signature(s) of Debtor(s)

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

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

11.00
31.50
32.50

REGROER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Nationwide Mutual Insurance Company

Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street, Columbus, Ohio 43287

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

RECORD FEE 11.00
CHARGE .50
#326020 0777 R03 T11:07
04/04/89

3. Maturity date of obligation (if any) _____

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Filed with: Anne Arundel County (Sch 18)

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nationwide Mutual Insurance Company

[Signature]
(Signature of Debtor)

Jeffrey P. Bauer, Manager
Type or Print Above Name on Above Line

The Huntington Leasing Company

[Signature]
(Signature of Secured Party)

Lawrence Duncan, Asst. Vice President
Type or Print Above Signature on Above Line

FILING FEE \$ _____

Please Return To

Illinois
Code Company

P.O. BOX 2969
Springfield, Illinois 62708

THANK YOU

ure of Debtor)

e Signature on Above Line

1150

6638

NATIONWIDE MUTUAL INSURANCE COMPANY

539 279

EXHIBIT "A"

Lease No. 89031 Schedule 18

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	285901	TY01	CRT ARM	\$ 1,344.00
	285900	TY01	CRT ARM	134.52
	285899	TY01	IBM CRT	1,511.00
	285898	TY01	IBM CRT	136.90
	285894	VEND	HOT DRINK VEND	3,377.46
	285895	VEND	HOT DRINK VEND	3,377.45
9815	405608	PRNT	PRINTER	475.95
			TOTAL	\$10,368.28

EQUIPMENT LOCATION:
 2500 RIVA ROAD
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND
 TAX DISTRICT 20 0002

5202	285872	PROJ	OVERHEAD PROJECTOR	347.00
------	--------	------	--------------------	--------

EQUIPMENT LOCATION:
 6910 YORK ROAD
 BALTIMORE (BALTIMORE) MARYLAND
 TAX DISTRICT 20 0003

5221	285896	JACK	FLOOR JACK	396.38
------	--------	------	------------	--------

EQUIPMENT LOCATION:
 9111 EDMONSTON ROAD
 GREENBELT (PRINCE GEORGES) MARYLAND
 TAX DISTRICT 20 0016

6638

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

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

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

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

1. DEBTOR

Name Nationwide Mutual Insurance Company
Address One Nationwide Plaza, Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street, Columbus, Ohio 43287

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

3. Maturity date of obligation (if any) _____

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

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

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

RECORD FEE 11.00

POSTAGE CK .50

#326030 0777 R03 T11:09

CHECK THE LINES WHICH APPLY

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

01/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nationwide Mutual Insurance Company

J. Bauer
(Signature of Debtor)

Jeffrey P. Bauer, Manager
Name on Above Line

The Huntington Leasing Company

Lawrence Duncan AVP
(Signature of Secured Party)

Lawrence Duncan, Asst. Vice President
Type or Print Above Signature on Above Line

FILING FEE \$ _____

Please Return To

Illinois Code Company
P.O. BOX 2969
Springfield, Illinois 62708
THANK YOU

of Debtor)

Signature on Above Line

1/5/89

6638

EXHIBIT "A"

Lease No. 89032 Schedule 19

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	285868-			
	285870	DP03	(3) DESK(481.00)	\$ 1,443.00
	285871	FV05	FILE	243.00
	285864	FV05	FILE	243.00
	285865	FV05	FILE	243.00
	285873	DT13	DESK	592.50
	285874	CH03	CHAIR	234.50
	285875	CH05	CHAIR	152.50
	285877	CH07	CHAIR	152.50
	285878	CH07	CHAIR	155.00
		SHEL	SHELVING	499.73
	285860	DP03	DESK	481.00
	285861-			
	285863	BK03	(3) BOOKCASE(153.00)	459.00
	285866	FV05	FILE	146.00
	285867	FV05	FILE	146.00
	285857	DP03	DESK	481.00
	285858	FV05	FILE	146.00
	285859	BK03	BOOKCASE	153.00
	285888	BK03	BOOKCASE	153.00
	285889	BK05	BOOKCASE	153.00
	285890	FV05	FILE	243.00
	285891	FV05	FILE	243.00
	285855	BK03	BOOKCASE	153.00
	285856	BK03	BOOKCASE	153.00
			TOTAL	7,071.23

EQUIPMENT LOCATION:
 2500 RIVA ROAD SE
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND
 TAX DISTRICT 20 0002

9057	405672	ACSH	SOUND COVER	211.02
------	--------	------	-------------	--------

EQUIPMENT LOCATION:
 13975 CONNECTICUT AVENUE
 SILVER SPRING (MONTGOMERY) MARYLAND
 TAX DISTRICT 20 0015

5207	285926	FV05	FILE	204.75
------	--------	------	------	--------

EQUIPMENT LOCATION:
 304 DOGWOOD DRIVE
 SALIBURY (WICOMICO) MARYLAND
 TAX DISTRICT 20 0022

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276750

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

If transaction or transactions wholly or partially subject to 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 24, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul Lee Lewis

Address 9207 48th Avenue College Park, Md. 20740

2. SECURED PARTY

Name First Manufactured Housing Credit Corporation

Address P.O. Box 190

Glen Burnie, MD. 21061

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

RECORD FEE 11.00
#326040 0777 R03 T11:10
04/04/89

CK H. ERLE SCHAFER
Circuit Court

3. Maturity date of obligation (if any) March 24, 1999

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

Name and address of Assignee
First Manufactured Housing
Credit Corp. P.O. Box 190
Glen Burnie, Md. 21061

1979 Guardian 12 x 56 Used Mobile Home Serial# VAC013076
All Household Goods

CHECK THE LINES WHICH APPLY

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

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

(Signature of Debtor)

Paul Lee Lewis

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Manufactured Housing Credit Corporation

Ann M. Miller

(Signature of Secured Party)

Ann M. Miller

Type or Print Above Signature on Above Line

11

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 ARINC, Inc
Address 2551 Riva Road, Annapolis, MD 21401

2. SECURED PARTY

Name United States Leasing Corp
Address 733 Front St., MS 51/GL, 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)

Haworth Furniture with all accessions and attachments thereto and all replacements of and all substitutions therefore for said equipment in whole or in part.
L#01-073341-001 S#090751 Lease date 12/6/88

Name and address of Assignee H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RECORD FEE 11.00
POSTAGE CK .50
#326050 0777 R03 T11:10
04/04/89

POA

This filing is for precautionary purposes in connection with an equipment leasing transaction and should be construed as indicating that the transaction is other than a true lease.

RECORDATION TAX IS NOT REQUIRED PER 12-108 (K) (5)

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered) but w/o power of sale
 (Products of collateral are also covered)

By U.S. Leasing Corp. as Attorney-in-Fact

by *[Signature]* Vice-Pres.
(Signature of Debtor)

ARINC, 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)

UNITED STATES LEASING CORP
Type or Print Above Signature on Above Line

11.50

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)
Apres Peau Lingerie
2315-F Forest Drive
Annapollis, MD

2 Secured Party(ies) and address(es)
NCC Leasing
1601 South Main Street
Dayton, Ohio 45409

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
RECORD TAX CK 38.50
POSTAGE .50
#326060 0777 R03 711:11
04/04/89

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

Serial #2126-1320/21-19418748

5. Assignee(s) of Secured Party and Address(es)
LA CO. CIRCUIT COURT

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ 5,137.04

TAXES ARE BEING PAID FOR \$35.96.

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

Filed with:

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

By: NCC Leasing 1/21/89
Signature(s) of Secured Party(ies)

Filing Officer Copy Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

11 38.50 .50

REORDER FROM
Regist6, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

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 ~~XX~~ FOLIO 193 ON 7-21-87 (DATE)

1. DEBTOR

Name ADVANCE RENTAL, INC.

Address 1515 Forest Drive, Annapolis, MD

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation

Address 1101 Kennedy Rd. Ste.112, P.O.Box 68, Windsor, CT 06095

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

#326070 CT77 R03 711:12

04/04/89

H. ERLE SCHAFER
CIRCUIT COURT

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.)

Please assign this file to: Transamerica Rental Finance Corporation
Two Ravinia Drive, Suite 725
Atlanta, GA 30346

Dated March 14, 1989

Transamerica Commercial Finance Corporation

Cynthia Pastula
(Signature of Secured Party)

Cynthia Pastula, Credit & Collections Mgr.

Type or Print Above Name on Above Line

155

276753

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) BARBARA CLAYCOMB 212 ST JAMES DRIVE GLEN BURNIE, MD 21061	2. Secured Party(ies) and address(es) CHECKERED FLAG COMMERCIAL VEHICLES 5636 E. VIRGINIA BEACH BLVD NORFOLK, VIRGINIA 23502	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #326080 0777 R03 T11:12 GK 04/04/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT 5. Assignee(s) of Secured Party and Address(es) MITUSBISHI ACCEPTANCE CORP PO. BOX 1308 LANSDALE, PA 19446
4. This financing statement covers the following types (or items) of property: 1988 MITSUBISHI FUSO FE 434 WITH 14 FT VAN BODY - SERIAL # 09889AH		

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:

Barbara Claycomb
Cary Claycomb
 Signature(s) of Debtor(s)
 (1) Filing Officer Copy - Alphabetical

CHECKERED FLAG COMMERCIAL VEHICLES
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

FINANCING STATEMENT FORM UCC-1

276754

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 Entech, Inc.
Address 1651 Crofton Blvd.-Suite 14, Crofton, MD 21114

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)

Used John Deere 750 with 67 Loader CH07505022633, TY0067A18811
New John Deere 261 mower, new John Deere 503 rotary cutter,
Power Steering, Turf Tires M00261 X576614, W00503X020088
OTMA SPREADER 122041

RECORD FEE 12.00
POSTAGE CK .50
#326100 0777 R03 111419
04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

Entech Inc. Michael E. Budowski
(Signature of Debtor)

Entech, Inc.
Type or Print Above Name on Above Line
Michael E. Budowski
(Signature of Debtor)

Michael E. Budowski
Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)
Outdoor Power
Type or Print Above Signature on Above Line

1250

276755

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 Dave Manning
Address 1346 Tanook Court, Annapolis, MD 21401

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)

- John Deere 48" commercial walk behind mower M048CMX595103
- John Deere 3K edger M003KX110035
- John Deere 529 vacuum blower E00529G796683
- Stihl FS 66 line trimmer 16055966

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dave Manning
(Signature of Debtor)

Dave Manning
Type or Print Above Name on Above Line

Rebecca L Manning
(Signature of Debtor)

Rebecca L Manning
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
GK #326110 0777 R03 11:19
04/04/89

H. Erle Schaffer
(Signature of Secured Party)
H. ERLE SCHAFER
CIRCUIT COURT

Outdoor Power
Type or Print Above Signature on Above Line

1250

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262169

RECORDED IN LIBER 498 FOLIO 467 ON June 3, 1986 (DATE), AS
AMENDED IN LIBER 508 FOLIO 64 ON FEBRUARY 9, 1987.

1. DEBTOR

Name Capital Gazette Communications, Inc.
Address 2000 Capital Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name American Security Bank, N.A., as Agent
Corporate Trust Department, 635 Massachusetts Avenue, N.W.
Address Washington, D.C. 20001
(Assignee of St. Joseph Leasing Corporation, Suite 400
201 North Union Street, Alexandria, Virginia 22314)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">termination</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #326120 0777 R03 T11:21 04/04/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	

Dated 3/8/89

Lawrence P. Fisher II, VP
(Signature of Secured Party)

LAWRENCE P. FISHER II,
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. \$ 0

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

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

1. DEBTOR

Name Colorfax Lab, Inc.
Address 11961 Tech Road, Silver Spring, MD 20904

2. SECURED PARTY

Name Orient-U.S. Leasing Corporation
Address 600 Wilshire Blvd., Suite 1460
Los Angeles, CA 90017

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
POSTAGE .50
#328130 0777 R03 T11:22
04/04/89

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

(1) Used Fuji Photo Film Minilab Series 23 and all accessories and replacements thereto and proceeds thereof, without power of sale under that certain lease dated 1-05-89.

Equipment Location: 575 Gov. Ritchie Hwy (Rt. 2)
Severna Park, MD 21146

L# 21778

CHECK THE LINES WHICH APPLY

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

Colorfax Lab, Inc.
Type or Print Above Name on Above Line
R. Thomas Kiekhofer, President
(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce Kates, Sr. Credit Analyst

Signature of Secured Party

Orient-U.S. Leasing Corporation
Type or Print Above Signature on Above Line

115-

5447

276757

BOOK 539 PAGE 291

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)
RONALD FRANK KOSLAK
241 BOONES ESTATES
LOTHIAN, MD 20711
Linda Anne Koslak

2 Secured Party(ies) Name(s) and Address(es)
ACCENT MOBILE HOMES
7401 MOORE RD
BRANDYWINE, MD 20613
RFK

4 For Filing Officer Date, Time, No. Filing Office
RECORD FEE 12.00
POSTAGE CK .50
#326140 0777 R03 T11:25

5 This Financing Statement covers the following types (or items) of property
1989 SUNWOOD 3111-1122ABY
56 X 24 SKYLINE EXCEPT RANGE + WASHER Rooms
To include all furniture, fixtures, appliances, and appurtenances therein and thereto including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.
 Products of the Collateral are also covered

6 Assignee(s) of Secured Party and Address(es)
Crescent Financial, Inc.
1623 Forest Drive Suite 201
Annapolis, MD 21401
H. ERLE SCHAFER 04/89
AA CO. CIRCUIT COURT

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

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

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or 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 *Ronald Frank Koslak* Ronald Frank Koslak Crescent Financial, Inc.
Linda Anne Koslak Linda Anne Koslak
Richard Haughee Richard Haughee
 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) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

STATE OF MARYLAND

276758

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Robert A. Ballentine, Inc.

Address 1797 Dorsey Road Hanover, MD 21076

2. SECURED PARTY

Name Vic Lewis & Sons, Inc.

Address 1963 Brady Avenue Baltimore, MD 21227

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, Maryland 21061

RECORD FEE 17.00
POSTAGE .50
#326150 0777 R03 T11:26
04/04/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert A. Ballentine, Inc.

Robert A. Ballentine, Inc. Pres
(Signature of Debtor)

Robert A. Ballentine, Inc. Pres Vic Lewis & Sons, Inc.

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles V. Lewis Sr. Pres.
(Signature of Secured Party)

Charles V. Lewis Sr. Pres
Type or Print Above Signature on Above Line

17.5

CONDITIONAL SALE CONTRACT NOTE

TO: Vic Lewis & Sons, Inc. ("Seller") **FROM:** Robert A. Ballentine, Inc. ("Buyer")
 1963 Brady Avenue Baltimore, MD 21227 1797 Dorsey Road Hanover, MD 21076
(Address of Seller) (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) Used John Deere Model 555 Crawler Loader, S/N 349995T	(1) TIME SALES PRICE	\$ 29,042.40
	(2) Less DOWN PAYMENT In Cash	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 29,042.40
Record Owner of Real Estate: _____		

***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:
 1797 Dorsey Road Hanover Anne Arundel Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty nine thousand forty two and 40/100 ***** Dollars (\$ 29,042.40) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 17th day of April, 19 89, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 1,210.10 and the final installment being in the amount of \$ 1,210.10 with interest from the 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 of any installment and of the unpaid time balance after acceleration 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. 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, general intangibles, contract rights, furniture, 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, direct and indirect, however arising and from whatever source. 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 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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: March 17, 19 89 **BUYER(S)-MAKER(S):**
 Accepted: Vic Lewis & Sons, Inc. (SEAL) Robert A. Ballentine, Inc. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: Charles V. Lewis Sr. Pres. By: Robert A. Ballentine
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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 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 plus said reasonable attorneys' fees, 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 any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to 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, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** 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.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.) (Guarantor-Endorser)

(L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("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 expressly 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. 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 written 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. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

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 March 17, 1989

between Vic Lewis & Sons, Inc. as Seller/Lessor/Mortgagee

and Robert A. Ballentine, Inc. 1797 Dorsey Road Hanover, MD 21076

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 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 FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 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. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (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 \$ 29,042.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of March, 19 89.

Vic Lewis & Sons, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: Charles V. Lewis, Jr. Pres.

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

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 BAY HILLS GOLF COURSE
Address 535 BAY HILLS DRIVE, ARNOLD MARYLAND 21012

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HIGHWAY, ANNAPOLIS, MARYLAND 21401-7096

Person And Address To Whom Statement Is To Be Returned 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 L2850 TRACTOR SER. # 55588
- 1 - NEW KUBOTA BF500G LOADER 13620
- 1 - NEW WOODS BH750 BACKHOE 5029
- 1 - NEW MODERN MR37 RAKE 3130

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

RECORD FEE 11.00
POSTAGE .50
#1286160 0777 803 111:26
04/04/99

KUBOTA CONTRACT # 13400 - 816809

CHECK THE LINES WHICH APPLY

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

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

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

Herb Rose
(Signature of Debtor)

HERB ROSE - PRESIDENT - BAY HILLS GOLF COURSE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] **SECY./TREAS.**
(Signature of Secured Party)

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

1185

BOOK 539 PAGE 297

STATE OF MARYLAND

276760

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 JERRY FRANKLIN HELVEY

Address 5524 HARFORD ST CHURCHTON, MD 20733

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.

Address 41 DEFENSE HWY ANNAPOLIS, MD 21401

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

POSTAGE .50

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

#326170 CTTT R03 T11:27

- 1 NEW KUBOTA T1400H TRACTOR SN# 31480
- 1 NEW KUBOTA T3014 BAGGER SN# 2979
- 1 NEW KUBOTA W5019PC MOWER SN# 701
- 1 NEW OHIO 100D SPREADER SN# AFA
- 1 NEW ECHO SRM1500 TRIMMER SN# 17100
- 1 NEW CHILTON XL-7225S-1 TRAILER SN# 14DAE1019JC000876

Name and address of Assignee 04/04/89
KUBOTA CREDIT CORPORATION
 P.O. Box 105598
 Atlanta, GA 30348-5598
 SCHAFER
 CIRCUIT COURT

CHECK THE LINES WHICH APPLY

KUBOTA CONTRACT # 13400-816868

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jerry Franklin Helvey

(Signature of Debtor)

JERRY FRANKLIN HELVEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SECY-TREAS

(Signature of Secured Party)

SECY-TREAS

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

1170

276761

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 February 22, 1989 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned 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 Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 1/31/89, Schedule # 01, dated 1/31/89 between Assignor as Lessor and LEASE ACCOUNT # 802109 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 2/22/89 between Assignor and Assignee:

- 1 (one) Kitamura Computer Numeric Control Vertical Machining Center, Model "Mycenter-1" with Fanuc-CMB Control, S/N 2032

RECORD FEE 11.00
POSTAGE 3K .50
#326180 0777 R03 11:27
04/04/89

CHECK THE LINES WHICH APPLY

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Not subject to recordation tax 2211

- (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

Societe Generale Financial Corporation

[Signature]
(Signature of Secured Party)

K.R. Adams

Type or Print Above Name on Above Line

Filed in Anne Arundel County

11.8

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276763

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

If transaction or transactions wholly or partially subject to 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020

RECORD FEE 11.00
POSTAGE .50
#326190 C777 R03 T11:28
04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned 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 Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 1/23/89, Schedule # 01, dated 1/23/89 between Assignor as Lessor and LEASE ACCOUNT # 111098 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 14, 1989 between Assignor and Assignee:

(2) Two NLB Liquid Blasters Model 8150D S/N's 881021 & 880821

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

M. Adams
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

11/8

2277

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 2/10/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name OWENS CORNING FIBERGLAS CORPORATION
Address Fiberglas Tower, Toledo, OH 43659

2. ~~SECURED PARTY~~ LESSOR

Name ENCORE INTERNATIONAL, INC.
Address 21 E. Long Lake Road, Suite 110, Bloomfield Hills, MI 48013

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

RECORD FEE 11.00
POSTAGE .50
RECEIVED 0777 R03 11:30
04/04/89
H. EREE-SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) 4/1/94

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

EQUIPMENT: (3) HYSTER MODS60-XL FORKLIFT TRUCK S/N's *
LOCATION: Owens Corning Fiberglas Roofing Division,
Dorsey Run & Patuxent, Jessup, MD 20794
* S/N's A187V11498J, A187V11497J and A187V11496J
FILING FOR INFORMATION PURPOSES ONLY. THE TRANSACTION COVERED BY THIS UCC FILING IS CONSIDERED TO BE A TRUE LEASE BY BOTH LESSEE AND LESSOR. EQUIPMENT DOES NOT CREATE A SECURITY INTEREST.

Name and address of Assignee
The CIT Group/Equipment
Financing, Inc.
600 Penton Plaza, Cleveland, OH

ST: MD
SCHEDULE 005

CHECK [X] THE LINES WHICH APPLY

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

- [X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

D.M. Murphy - V.P.

D. M. Murphy (Signature of Debtor)

LESSEE
OWENS CORNING FIBERGLAS CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor) LESSEE

ENCORE INTERNATIONAL, INC.

Type or Print Above Signature on Above Line

Kim D. Raffel - Manager Business Services

Kim D. Raffel (Signature of Secured Party)

LESSOR

ENCORE INTERNATIONAL, INC.

Type or Print Above Signature on Above Line

115

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 2/10/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ENCORE INTERNATIONAL, INC.
Address 21 E. Long Lake Road, Ste. 110, Bloomfield Hills, MI 48013

2. SECURED PARTY

Name THE CIT GROUP EQUIPMENT FINANCING, INC.
Address 600 Penton Plaza Cleveland, OH 44114

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

3. Maturity date of obligation (if any) 4/1/94

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

EQUIPMENT: (3) HYSTER MODS60-XL FORKLIFT TRUCK S/N's *
EQUIPMENT LOCATION: DORSEY RUN & PATUXENT, JESSUP, MD 20794
THIS EQUIPMENT IS SUBJECT TO EQUIPMENT SCHEDULE NO. 005
BETWEEN DEBTOR, AS LESSOR, AND OWENS CORNING FIBERGLAS
CORPORATION, AS LESSEE, DATED 7/29/88 TO MASTER LEASE
DATED 3/30/88. The Master Lease and Equipment Schedule No. 005 between lessee and
lessor together with all rental and other payments due and to become due thereunder
and the above described equipment.

Name and address of Assessor RECORD FEE 11.00
POSTAGE BK .50
#328210 0777 R03 711 30
04/04/89

H. EARLE SCHAFER
CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX - Lease: equipment does not create a security interest

*S/N's A187V11498J, A187V11497J and A187V11496J 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)

Kenneth Bruchanski

Signature of Debtor Kenneth Bruchanski

(Signature of Debtor) ENCORE INTERNATIONAL, INC.

ITS: VP & Treasurer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party Elaine Brogowicz

(Signature of Secured Party) THE CIT GROUP
Elaine Brogowicz EQUIPMENT FINANCING
Intermediary Specialist INC.

Type or Print Above Signature on Above Line

Handwritten marks: 21, 1150

FINANCING STATEMENT FORM UC-1 539 302 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 2/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEASING DYNAMICS, INC.
Address 1375 EAST NINTH STREET, CLEVELAND, OH 44114

2. SECURED PARTY

Name THE CIT GROUP/EQUIPMENT FINANCING, INC.
Address 600 PENTON PLAZA, CLEVELAND, OH 44114

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

3. Maturity date of obligation (if any) 11/1/93

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

Schedule No. 12-88 (only) to Lease No. 383-87 dated 5/28/87 between Debtor as Lessor & Carteret Savings Bank, F.A. as Lessee and all other payments, and to become due & the rental payments due thereunder and the equipment therein described together with the proceeds thereof. The debtor has no right to dispose of the collateral. The equipment is described as and located at (see attached).

Name and address of Assignee
RECORD FEE 29.00
POSTAGE .50
#226220 C777 R03 131-31
04/04/89
CKI H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FILED WITH COUNTY OF ANN ARUNDEL, MD

NOT SUBJECT TO RECORDATION TAX - Equipment does not create a security interest

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)

Leasing Dynamics, Inc.

Type or Print Above Name on Above Line

Frank Skedel
(Frank Skedel) Treasurer
(Signature of Debtor)

(Elaine Brogowicz) Intermediary Specialist

Elaine Brogowicz
(Signature of Secured Party)

Type or Print Above Signature on Above Line

The CIT Group/Equipment Financing, Inc.
Type or Print Above Signature on Above Line

29.50

Annexed to and made a part of a Financing Statement between Leasing Dynamics, Inc., Debtor, and The CIT Group/Equipment Financing, Inc., Secured Party

539 PAGE 303

CARTERET SAVINGS BANK, F.A.
SCHEDULE 12-88
ANN ARUNDEL COUNTY, MD

<u>BRANCH</u>	<u>LOCATION</u>
11858	566-B Governor Ritchie Hwy. Severna, MD 21146

CARTERET
 LEASE NO. 383-87
 SCHEDULE 12-88

MODEL	S/N	BRANCH NUMBER	STATE
N5015-0102	17388581	10026M	MD
N5015-0102	17398532	10026M	MD
N5015-0102	17392356	10026M	MD
N5015-0102	17392625	10026M	MD
N5015-0102	17392384	10026M	MD
N5015-0102	17388449	10026M	MD
N5015-0102	17398419	10026M	MD
N5016-0101	17395164	10026M	MD
N5016-0101	17395374	10026M	MD
N5016-0101	17395162	10026M	MD
N5016-0101	16085450	10026M	MD
N5021-1103	19007959	10026M	MD
N5021-1103	19006361	10026M	MD
N5021-1103	19007138	10026M	MD
N5021-1103	19007957	10026M	MD
N5021-1103	19007134	10026M	MD
N5021-1103	19007144	10026M	MD
N5032-0101	17381888	10026M	MD
N5032-0101	17382186	10026M	MD
N5032-0101	17382350	10026M	MD
N5032-0101	17382202	10026M	MD
N5068-0104	18991333	10026M	MD
N5068-0104	18991324	10026M	MD
N5068-0104	18991322	10026M	MD
N5068-0104	18991323	10026M	MD
N5068-0401	17570609	10026M	MD
N5068-0401	17571320	10026M	MD
N5068-0401	17570605	10026M	MD
N5068-0401	17570603	10026M	MD
N5095-1003	19305738	10026M	MD
N5095-1003	19305740	10026M	MD
N5095-1003	19305742	10026M	MD
N5095-1003	18941352	10026M	MD
N5095-1003	19305741	10026M	MD
N5095-1003	19305737	10026M	MD
N5095-1003	18941353	10026M	MD
N5095-1003	19305736	10026M	MD
N5095-1003	19305743	10026M	MD
N5015-0102	17388410	10810C	MD
N5016-0101	16085380	10810C	MD
N5032-0101	17382019	10810C	MD
N5068-0104	17561117	10810C	MD
N5068-F003		10026	MD
N5032-0101	17382410	11401	MD
N5032-0101	17382525	11401	MD
N5032-0101	17382130	11401	MD
N5015-0102	17388135	11761	VA

CARTERET
LEASE NO. 383-87
SCHEDULE 12-88

539 PAGE 305

MODEL	S/N	BRANCH NUMBER	STATE
N5015-0102	17398430	11761	VA
N5021-1103	17572798	11761	VA
N5021-1103	17572794	11761	VA
N5023-0109	17570269	11761	VA
N5032-0101	17382610	11761	MD
N5068-0104	17561113	11761	VA
N5068-0401	17569951	11761	VA
N5068-0401	17569947	11761	VA
N5068-F060		11761	VA
N5068-F061		11761	VA
N5068-F070		11761	VA
N3299-K910		11851	MD
N5015-0102	17388129	11851	MD
N5015-0102	17388262	11851	MD
N5015-0102	17388215	11851	MD
N5015-0102	17388222	11851	MD
N5015-0102	17388231	11851	MD
N5015-0102	17391472	11851	MD
N5015-0102	17391601	11851	MD
N5015-0102	17391562	11851	VA
N5016-0101	16085332	11851	MD
N5016-0101	16085076	11851	MD
N5016-0101	16085075	11851	MD
N5016-0101	16085073	11851	MD
N5016-0101	16085405	11851	MD
N5016-0101	16085074	11851	MD
N5016-0101	16085078	11851	MD
N5016-0101	16085151	11851	MD
N5021-0803	17568915	11851	VA
N5021-0803	17568905	11851	MD
N5021-1103	18991554	11851	MD
N5021-1103	17572796	11851	MD
N5021-1103	17572797	11851	MD
N5021-1103	18991555	11851	MD
N5021-1103	17572799	11851	MD
N5021-1103	17572800	11851	MD
N5021-1103	19005513	11851	MD
N5021-1103	19005511	11851	MD
N5021-1103	19005514	11851	MD
N5021-1103	19005515	11851	MD
N5021-1103	19005512	11851	MD
N5021-1103	19005510	11851	MD
N5023-0109	17564924	11851	VA
N5023-0109	17570270	11851	MD
N5023-0109	17570262	11851	MD
N5023-0109	17570263	11851	MD
N5023-0109	17570264	11851	MD

CARTERET
LEASE NO. 383-87
SCHEDULE 12-88

BOOK 539 PAGE 308

MODEL	S/N	BRANCH NUMBER	STATE
N5023-0109	17570266	11858	MD
N5068-0104	17561115	11858	MD
N5068-K042		11858	MD

THE ABOVE EQUIPMENT IS DESCRIBED AS NCR AUTOMATIC TELLER MACHINES
AND THE LOCATION OF EACH PIECE OF EQUIPMENT IS IDENTIFIED WITH EACH
BRANCH NUMBER AND LOCATION ON THE FIRST PAGE OF THIS EXHIBIT A

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) and 2. SECURED PARTY. Includes details for Connolley Construction Mngmnt., Inc. and THE PARADIES DISTRIBUTING CO.

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; 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: Connolley Construction Mngmnt, Inc. SECURED PARTY: THE PARADIES DISTRIBUTING CO. CO. CIRCUIT COURT
RECORD FEE 11.00
#326240 C777 R03 T11:33
04/04/89
H. ERLE SCHAFER

By: [Signature] (SEAL) By: [Signature] (SEAL)
John J. Mulkey
Vice President/Treasurer
DEC 07 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, DC, PA - Inventory

1100

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>RCS Developments Inc. P.O. Box 4088, 1419 Forest Drive 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.)

RECORD FEE 11.00
#326250 0777 R03 111:33
04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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:

RCS Developments Inc.
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: _____ (SEAL)

By: John J. Mulkey _____

By: Robert C. Sholar (SEAL)
Robert C. Sholar, Pres.

John J. 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

15

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE

BOOK

539

PAGE 313

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 the 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 expenditures 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.

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

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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Exhibit A attached.</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>

RM 10.00
.50
0777 R03 711:34
04/04/89
EILE SCHAFER
AA CO. CIRCUIT COURT

PROVIDENT BANK OF MARYLAND

Dated January 22, 1989

By: Alex J. Guggenheim
(Signature of Secured Party)
Alex J. Guggenheim
Vice President
Type or Print Above Name on Above Line

15.50

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

Exhibit A

BEING KNOWN AND DESIGNATED as Lot No. 18 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. 23 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 4 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 42, respectively.

BEING KNOWN AND DESIGNATED as Lot No. 52 as shown on the Plats entitled "Chandler Point at Water Oak Forest, Plat 1 of 5" and "Chandler Point at Water Oak Forest, Plat 2 of 5" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, folios 39 and 40, respectively.

ajd

BOOK 539 PAGE 316

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

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

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

RECORD FEE (RM) 10.00
POSTAGE .50
#526270 CY17 R03 711:34
04/04/89
H. EBLE SCHAFER
AA CO. CIRCUIT COURT

PROVIDENT BANK OF MARYLAND

Dated January 22, 1989

By: Alex J. Guggenheim
(Signature of Secured Party)
Alex J. Guggenheim
Vice President
Type or Print Above Name on Above Line

15.50

DIVERSIFIED TITLE CORPORATION
10 EAST BALTIMORE STREET
SUITE 1212
BALTIMORE, MD 21202

Exhibit A

BEING KNOWN AND DESIGNATED as Lot No. 18 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.

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GR

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) J. E. Owens, III 10 South River Clebbs Road Harwood, MD 20776	2. Secured Party(ies) and address(es) Fasig-Tipton Florida, Inc. 2150 Newtown Pike Lexington, KY 40511	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #326290 0777 R03 T11:35 GKI 04/04/89 W. ERLE SCHAFER CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Hip No. 12 - ROBYN DANCER 1987 dkb/br. c. by CRAFTY PROSPECTOR o/o DOUBLE DANCER Hip No. 73 - 1987 b. f. by TSUNAMI SLEW o/o SPARKLING SPEAR Hip No. 82 - IT'S MY SHOW - 1987 ch. c. by MISWAKI o/o T. V. GENIE		5. Assignee(s) of Secured Party, and Address(es)

DEBTOR IS ENGAGED IN BREEDING, RAISING AND/OR GRAZING THOROUGHBRED HORSES

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)	Filed with:
<input 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:	Anne Arundel
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:	

By: J. E. Owens, III by Kim White for Fasig-Tipton Florida, Inc. Atty in fact
Signature(s) of Debtor(s)

Fasig-Tipton Florida, Inc.
By: Kim White Asst. Sec.
Signature(s) of Secured Party(ies)

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 ARIES LANDSCAPING, INC
Address 2055 ORCHARD AVE JESSUP, MD 20794

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HWY ANNAPOLIS, MD 21401

RECORD FEE 11.00
POSTAGE CK .50
#326300 0777 R03 T11:36
04/04/89

H. ERLE SCHAFER
CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned 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# F2000 SN# 12732
- 1 NEW KUBOTA MOWER MN# RC72-F20 SN# 20064

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT# 13400-816965

CHECK THE LINES WHICH APPLY

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

John A. Maravre
(Signature of Debtor)

ARIES LANDSCAPING, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

SECY-TREAS.

(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT

276770

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

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

RECORD FEE 11.00
 POSTAGE .50
 #326310 0777 R03 711:36
 04/04/89
 AA CO. CIRCUIT COURT

6. Secured Party Willow Enterprises, Inc Address 325 Roesler Rd, Glen Burnie, Md 21061
 Attention: Louis Wilner

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:

M & M Amusement, Inc (Seal)
Larry Wilner Pres
 Larry Wilner - Pres (Seal)
Larry Wilner
 Larry Wilner (Seal)
 1150 (Seal)

Secured Party
 Willow Enterprises, Inc (Seal)
Louis Wilner
 Type name and title
 Louis Wilner - Sec Treas
 Assignee - Firestone Financial Corp
 38 Glen Ave, Newton Center, Mass
 02159

SCHEDULE A

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

~~This installment contract between M & M Amusement, Inc (Buyer) and~~

~~Willow Enterprises, Inc (Seller) dated March 20, 1989.~~

3 Williams Narc-42767-42784-42787

4 Leland Super Off Road 23390-23397-23406-23411

5 Kramer Basketball 0487-0492-0497-0410-0515

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267901

RECORDED IN LIBER 513 FOLIO 59 ON 06-08-87 (DATE)

1. DEBTOR

Name Vaughnita H. White
Address 2001 Bay Ridge Ave., Annapolis, MD (Annapolis County)

2. SECURED PARTY

Name J.I. Case Credit Corp.
Address 5790 Widewaters Parkway
Dewitt, NY 13214
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes a stamp for RECORD FEE 10.00 and TERMINATION.

J.I. Case Credit Corp.

Dated March 16, 1989

Signature of Arthur C. Whitney (Fin. Mgr.)
Type or Print Above Name on Above Line

Handwritten number 15

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276771

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

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

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

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

1. DEBTOR

Name General Paving Corporation

Address 8111 Annapolis Junction Road, Jessup, Maryland 20794

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address Ten Stamford Forum, Stamford, Connecticut 06904

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

3. Maturity date of obligation (if any) May 1, 1992

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

One (1) Blaw-Knox Paver, model PF-500 with John Deere diesel engine and any and all additions, attachments or accessories thereto.

RECORD FEE 11.00

POSTAGE CK .50

#226330 0777 R03 T11:37

Name and address of Assignee

04/04/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Equipment is not subject to recordation tax
Equipment is located at: Route 102, Stafford, Virginia

CHECK THE LINES WHICH APPLY

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

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

CR #6889

Filed w/ Anne Arundel Cnty, MD

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

GENERAL PAVING CORPORATION

(Signature of Debtor)

ARTHUR C. COX JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

METLIFE CAPITAL CREDIT CORPORATION

(Signature of Secured Party)

CHARAN J. CHANANA
Type or Print Above Signature on Above Line

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. DEBTOR

Name McCrone, Inc.
Address 20 Ridgely Avenue Annapolis, Maryland 21401

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)

REFER TO ATTACHED SCHEDULE A

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50

#726740 0777 R03 711-38

04/04/89

"CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX.
(SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER
OF EQUIPMENT.)"

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Filed With: Anne Arunvel County Clerks Office
CHECK THE LINES WHICH APPLY

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

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

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

X [Signature] Secretary
(Signature of Debtor)

McCrone, Inc.
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Circle Business Credit, Inc.
Type or Print Above Signature on Above Line

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated X 20 March 1987 executed by the undersigned.

Equipment Located at: McCrone, Inc.
Court House Drive
Leonardtwn, Maryland 20650 (St. Mary's County)

- One (1) T1000/DI1000 Total Station p/n 900090
- One (1) GEB 77 Battery p/n 439149
- Two (2) GST20-09 Wooden Tripod p/n 394752
- Two (2) GDF22 Tribrach p/n 506298
- Two (2) GRT 10 Carrier for Tribrach p/n 325722
- Two (2) Round Prism p/n 362830
- Two (2) Single Prism Holders p/n 237718
- One (1) GLS11 Plumbing Pole p/n 385500
- One (1) Hard Case for 2 Target Sets p/n 441874

Equipment Located at: McCrone, Inc.
LaPlata Prof. Bldg., Suuite 202
18 North 301 Hgwy.
LaPlata, Maryland 20646 (Charles County)

- One (1) T1000/DI1000 Total Station p/n 900090
- One (1) GEB 77 Battery p/n 439149
- Three (3) GST 20-09 Wooden Tripod p/n 394752
- Two (2) GDF22 Tribrach p/n 506298
- Two (2) GRT 10 Carrier for Tribrach p/n 325722
- Two (2) Round Prism p/n 362830
- Two (2) Single Prism Holders p/n 237718
- One (1) GLS11 Plumbing Pole p/n 385500
- One (1) Hard Case for 2 Target Sets p/n 441874

Equipment Located at: McCrone, Inc.
118 North Street
Elkton, Maryland 21921 (Cecil County)

- One (1) T1000/DI1000 Total Station p/n 900090
- One (1) GEB 77 Battery p/n 439149
- One (1) GST 20-09 Wooden Tripod p/n 394752
- Two (2) Round Prism p/n 362830
- Two (2) Single Prism Holders p/n 237718
- Two (2) GLS11 Plumbing Pole p/n 385500
- One (1) Hard Case for 2 Target Sets p/n 441874

15.00

McCrone, Inc.
 (Lessee-Debtor)
 BY: X [Signature]
 TITLE: X Treasurer

Circle Business Credit, Inc.
 (Lessor-Secured Party)
 BY: [Signature]
 TITLE: DC

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276773

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

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

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

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

1. ~~XXXXXX~~ LESSEE

Name Steffey Realtors, Inc.
Address 540 Baltimore-Annapolis Blvd., Severna Park, MD 21146

2. ~~XXXXXX~~ LESSOR

Name Dominion Leasing Corporation
Address P. O. Drawer 13327, Roanoke, VA 24040

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

3. Maturity date of obligation (if any)

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

- 2 Sharp SF 8800 Copiers S/N's 86201424, 86203694
2 Sharp A-51 RADF
2 Sharp SF D 11 Duplexing Units
1 Sharp SF S 11 15 Bin Sorter
1 Sharp SF452 21 Bin Sorter
2 Sharp SF88 Color Kits

Name and address of Assessor
RECORD FEE 11.00
POSTAGE .50
#326350 0777 R03 T11 38
04/04/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

LESSEE HEREBY AUTHORIZES LESSOR TO INSERT SERIAL NUMBERS FOR ALL UNITS AS THEY BECOME AVAILABLE.

Lessee Will Purchase At End of Contract - Not Subject to Recordation Tax.....
CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handwritten signature of John W. Steffey
(Signature of Lessee)
Type or Print Above Name on Above Line
President

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

Handwritten signature of Gary H. Boxer
(Signature of Secured Party Lessor)
Gary H. Boxer, Vice President
Type or Print Above Signature on Above Line

Handwritten number 1750

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276774

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 62,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$434.00.

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

1. DEBTOR

Name C & S Faulkner, Inc.

Address 6520 Hanover Road Hanover, MD 21076

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 434.00
POSTAGE .50
#326360 0777 R03 11:39
04/04/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C & S Faulkner, Inc.

[Signature]
(Signature of Debtor)

Tirso Martinez Pres
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)

Type or Print Above Signature on Above Line

7 434.50

FIRST INTERSTATE CREDIT ALLIANCE, INC.
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 23rd day of March, 1989 by and between

C & S Faulkner, Inc., having its principal place of business at
6520 Hanover Road Hanover, MD 21076

"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 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 personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises 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 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 Mortgagee 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:

C & S Faulkner, Inc. (Seal)
Mortgagor
By *Tirso Martinez* (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

SS
[Signature]

Tirso Martinez being duly sworn, deposes and says

- 1. He is the President of C & S Faulkner, 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____

[Signature]

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____ in (Place) _____ in said County, before me personally appeared _____ to me personally well known

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

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered 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 _____
C & S Faulkner, 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
CAL. & 77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated March 23, 19 89 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Two (2)	Dempster RouteKing II 20 yard rear loading bodies		KT2590
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

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

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

C & S Faulkner, Inc.

By: *Timie Hartley*

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)

Stevens Enterprises, Inc.
300 Chinquapin Round Road
Annapolis, MD 21401

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

Cap-Co Leasing Company
1430 North Meacham Road
Schaumburg, IL 60173

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

RECORD FEE 11.00
#326370 0777 R03 111:39
GK 04/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

- 1 Master PT38 Pressure Tester with BTKA Kit
- 1 HLM 14 Head Lapping Machine

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

Capitol Leasing Company
1430 N. Meacham Rd.
Schaumburg, IL 60173

Not subject to recordation tax/conditional sales contract

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:

Stevens Enterprises, Inc.

Cap-Co Leasing Company

By: Howard Foraker Sr. Pres.
Signature(s) of Debtor(s)

By: Mona White
Signature(s) of Secured Party(ies)

Howard Foraker - Pres.

Mona White - Asst. Treas.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM UCC-1.

276776

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

DEBTOR

 M & M Amusements, Inc. (Name)
 118 Roesler Road (Address)
 Glen Burnie, MD 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Stephanie P. Yancy 121-011 (Name of Loan Officer)
 25 S. Charles Street (Address)
 Baltimore, Maryland 21201

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORD FEE 11.00
 POSTAGE GK .50
 APR 03 11:39
 04/04/89

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.

H. ERLE SCHAFER
 HA CO. CIRCUIT COURT

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)

M & M Amusements, Inc. (Seal)
 _____ (Seal)
 _____ (Signature)
 Larry Wilner, President
 _____ (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

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276777

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) HOWARD K PRATT JR 7802 MAYFORD AVE PASADENA, MD, 21122	2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511 C EASTERN BLVD ESSEX, MD, 21221	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #326390 0777 R03 T11:40 04/04/89 CK H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM MODEL #1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 7802 MAYFORD AVENUE PASADENA, MD, 21122)		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN. SERV SUITE 126 901 DULANEY VALLEY RD. TOWSON, MD, 21204

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: AA. COUNTY

By: Howard K Pratt Jr
 Signature(s) of Debtor(s)
 HOWARD K PRATT JR

ENVIRONMENTAL WATER CONTROL INC.
 By: Joseph B Antonelli
 Signature(s) of Secured Party(ies)
 JOSEPH B ANTONELLI

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

276778

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) EBERSBERGER CONTRACTING CO. 1711 BALTIMORE ANNAPOLIS BLVD. ARNOLD, MD 21012	2 Secured Party(ies) and Address(es) Motorola C & E, Inc. P. O. Box 8788 BWI Airport, Maryland 21240	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE CK 11.00 POSTAGE .50 #326400 0777 R03 T11:41 04/04/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4 This financing statement covers the following types (or items) of property: All Motorola Communications Equipment and inventory owned or hereafter acquired by debtor. TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY SELLER OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE. **NOT SUBJECT TO RECORDATION TAX**		5 Assignee(s) of Secured Party and Address(es): Associates Capital Services 793 Elkridge Landing Road Linthicum, Maryland 21090

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

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

Filed with: EBERSBERGER CONTRACTING

EBERSBERGER CONTRACTING COMPANY

MOTOROLA C & E, INC.

By: [Signature] EBERSBERGER OWNER
 Signature(s) of Debtors

By: [Signature]
 Signature(s) of Secured Parties

11.5

BOOK 539 PAGE 335

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265427

RECORDED IN BOOK 506 PAGE 474 ON 1/3/87 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.

Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY

Name Kidde Credit Corporation

Address 30 Washington Center, Hagerstown, MD 21740

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

RECORD FEE 10.00
POSTAGE .50
#326410 CYY7 R03 T11:41
04/04/89

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>

H. ERLE SCHAFER
AA CO CIRCUIT COURT

Dated _____

[Signature]
(Signature of Secured Party)

KIDDE CREDIT CORPORATION

Type or Print Above Name on Above Line

10.50

BOOK 539 PAGE 336

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272636

RECORDED IN BOOK 526 PAGE 314 ON 5/2/88 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.
Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY

Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

RECORD FEE 10.00
POSTAGE .50
#326430 0777 R03 711:42
04/04/89

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

3. Maturity date of obligation (if any)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK FORM OF STATEMENT

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

Dated _____

[Signature]
(Signature of Secured Party)

KIDDE CREDIT CORPORATION
Type or Print Above Name on Above Line

1030

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271478

RECORDED IN ~~BOOK~~ BOOK 522 ~~PAGE~~ PAGE 469 ON 2/3/88 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.
Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY

Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

RECORD FEE RM 10.00
POSTAGE .50
#326950 0777 R03 111:44

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

04/04/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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 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>
<p>PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY: (27) Grove Manlifts, Model MZ40, S/N 0810241, 0810242, 0810240; Model MZ36, S/N 0807159, 0807162, 0807158, 0810230, 0810231; Model SM3270, S/N 15140, 15276; Model SM2633E, S/N 17550, 17839, 18143, 18144; Model SM31RT, S/N 17913, 17914, 17915, 17916; Model SM42RT, S/N 18100, 18101, 0301053, 0301054, 0301061, 0301031, 2200, 2207, 2691.</p>	

Dated _____

[Signature]
(Signature of Secured Party)

KIDDE CREDIT CORPORATION

Type or Print Above Name on Above Line

1830

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

April 4, 1989

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:

508 DIGIULIAN BOULEVARD
LIMITED PARTNERSHIP, a
Maryland limited partnership

Address:

3708 West Street
Landover, Maryland 20785

Secured Party:

SEQUOIA FEDERAL SAVINGS BANK,

507 Reistertown Road
Baltimore, Maryland 21208

Doc Fee 71.00
POSTAGE
CK .50
#226530 0345 FOL 112422

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 Three Hundred Thousand Dollars (\$300,000.00) 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 James G. Tardiff and J. Paul McNamara, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other

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rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(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/ATTEST::

DEBTOR:

508 DIGIULIAN BOULEVARD LIMITED
PARTNERSHIP, a Maryland limited
partnership

By Design Concepts Corp., a
Maryland corporation, General
Partner

Regina P. Kowalski
Secretary

By: Robert DiGuilian
Robert DiGuilian, President

[CORPORATE

SEAL]

(5)

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: Anne Crimmins

Being known and designated as Lot 2 of FRIENDSHIP AIRPARK, according to the Plats recorded in Plat Book 76, page 35, Plat Book 79, page 18 and Plat Book 24, page 10 and as shown in Deeds recorded in Liber 3189, folio 735, Liber 3189, folio 737, Liber 3382, folio 788 and in Liber 3191, folio 706 all recorded among the Land Records of Anne Arundel County, Maryland.

Being the same property conveyed to the Grantor herein by Deeds recorded in Liber 3189, folio 735, Liber 3189, folio 737 and Liber 3382, folio 788 among the Land Records of Anne Arundel County, Maryland.

RETURN TO:
Mid-Maryland Title Co., Inc.
79 West Street
Annapolis, MD 21401

BOOK 539 PAGE 343

276779

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

ALJAN, INC., and trading as
BUDGET RENT-A-CAR OF GLEN BURNIE,
BUDGET RENT-A-CAR OF ANNAPOLIS,
and RAYCO REPAIR SERVICE
7145 Ritchie Highway
Glen Burnie, Maryland 21061

RECORD FEE 20.00
RECORD TAX 150.50
POSTAGE .50
#327030 C777 R03 T15:12
04/04/89

2. NAME AND ADDRESS OF SECURED PARTY:

SIGNET BANK/MARYLAND
Post Office Box 1077
Baltimore, Maryland 21203
Attention: Commercial Finance Division

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the property described beside the boxes marked below, and all present and future attachments, additions, accessions, accessories, replacements and substitutions therefor or thereto, and all books, records and data, processing materials in any form relating thereto (including tapes, disks and the like), and all materials and supplies relating to any of the foregoing:

/X/ A. Inventory. All inventory of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, new vehicles, used vehicles, parts, accessories, raw materials, work in process, finished goods, vehicles and other goods returned or repossessed, and vehicles and other goods held for demonstration, marketing or similar purposes, and all goods, materials and supplies either held by Debtor for sale, lease, rental or other provision to customers of Debtor or used, usable or consumed in the course of Debtor's business, and all present and future rights of Debtor in connection with purchases of, or contracts for

200 50
170 50

EXH 539 REC 344

the purchase of, goods held or to be held by Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing, and all property and devices in or on which any of the foregoing is stored or maintained, whether any of the foregoing is in the possession and control of Debtor or of a third party for the account of Debtor, and all certificates of title, certificates of origin, registrations, documents of title and other writings and documentation relating to any of the foregoing.

/X/ B. Receivables. All of Debtor's present and future accounts, contract rights, receivables, tax refunds, general intangibles, instruments, documents, chattel paper, leases and other rental agreements pursuant to which Debtor has leased or rented any inventory or other property of Debtor, and all other present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever (including, without limitation, all claims of Debtor against and all amounts due to Debtor from manufacturers, vehicle dealers or other sellers or providers of any inventory, whether for breach of warranty, warranty repairs, bonuses, incentive payments, rebates, holdbacks, reserves or otherwise, and all commissions from finance companies), and all rights and claims of Debtor against and all amounts due to Debtor from manufacturers, vehicle dealers or other sellers or providers of any Inventory pursuant to or on account of any contracts or agreements relating to the repurchase from Debtor of any Inventory, and all right, title and interest of Debtor in and to all vehicles and other goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account, instrument or chattel paper.

/X/ C. Equipment. All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, fixtures, vehicles, furniture, furnishings, tools, materials and supplies, parts and replacement parts, and all present and future rights of Debtor in connection with purchases of, or contracts for the purchase of, goods held or to be held by Debtor as equipment, and all writings and documents of title relating to any of the foregoing.

4. Proceeds and products of collateral are covered hereunder.

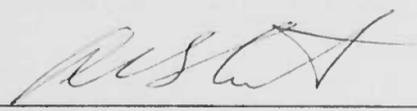
5. This transaction is not exempt from the recordation tax.

Principal amount of debt initially incurred is: \$3,000,000.00, of which \$ 21,500 is subject to recordation tax as shown on the attached Recordation Tax Allocation.

6. RETURN TO SECURED PARTY.

DEBTOR:

ALJAN, INC.

By: 
Alvin Blumenstein
President

3/10, 1989
(Date signed by Debtor)

CERTIFICATE OF RECORDATION TAX ALLOCATION

TO: Clerk, Circuit Court of

Anne Arundel County

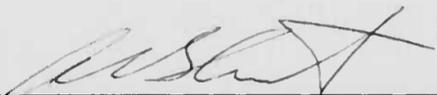
Total Debt Secured	x	Value of Nonexempt Collateral <u>Value of All Collateral</u>	=	Portion of Taxable Secured Debt
--------------------	---	---	---	---------------------------------

\$3,000,000.00	x	<u>15,414.</u> 2,180,923	.0071 =	\$ 21,500.
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Taxable Secured Debt	x	Rate of Recordation Tax	=	Recordation Tax Payable
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\$ 21.50	x	<u>7.00</u>	=	\$ 150.50
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ALJAN, INC.

By: 
Alvin Blumenstein
President

(Print or type name and title of person signing)

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. 260749

RECORDED IN LIBER 496 FOLIO 505 ON March 11, 1986 (DATE)

1. DEBTOR

Name Perona, Louis J. and Perona, Deborah A.

Address 2766 Cedar Drive, Riva, MD 21140

2. SECURED PARTY

Name Key Financial Services, Inc.

Address 57 River Street

Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
 POSTAGE .50
 #327010 077 R03 T15+11
 04/04/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated March 6, 1989

Maryann Cannistraci
 Key Financial Services, Inc.
 (Signature of Secured Party)
 Maryann Cannistraci, A.V.P.
 Type or Print Above Name on Above Line

10.50

539 349

276779

039249

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

Julia Ann Adams
T/A The Cape Florist

1062 Cape St. Claire Road
Annapolis, Maryland 21401

RECORD FEE 12.00

POSTAGE ~~CK~~ .50

REC-740 0777 R01 109:02

04/05/89

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, inventory, accounts, leasehold improvements and all other business assets now owned or hereafter acquired including but not limited to one 1984 Plymouth Voyager, serial # ZP4FH21C2ER230865, cooler # DGK5852, plus all proceeds (cash and non-cash) of such equipment, inventory, accounts, leasehold improvements, and all other business assets

H. ERLE SCHAFER

44 DD. CIRCUIT COURT

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)

Julia Ann Adams
T/A The Cape Florist

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *Twaun D. Oakes*
Twaun D. Oakes, Vice President

Type or print names under signatures

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

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STATE OF MARYLAND

BOOK 539 PAGE 350

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271904

RECORDED IN LIBER 523 FOLIO 566 ON 3/4/88 (DATE)
Ann Arundel County

1. DEBTOR

Name The Pasadena Investment Corporation, d/b/a Chesterfield Plaza Super Thrift
Address New Tickneck Road and Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Morgan Bank (Delaware)
Address 902 Market Street
Wilmington, Delaware 19801

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 checked="" type="checkbox"/> XXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>A. The property is all collateral described in financing statement bearing file number shown above.</p> <p>B. P. A & S. Small Company, 1100 North Sherman Street, P. O. Box 589 York, PA 17405</p>	

RECORD FEE 1.00
RECORD FEE 9.00
POSTAGE .50
#328100 0777 R03 T10:04
04/05/89
H. ERLE SCHAFER
CIRCUIT COURT

112696711

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

MORGAN BANK (DELAWARE)

Philip S Detvens
(Signature of Secured Party)

PHILIP S DETVENS

Type or Print Above Name on Above Line

Dated _____

152

276779

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 9,500

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Henry L. Amon T/A Larry's Service Center	7148 Ridge Road Hanover, Md. 21076

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

RECORD FEE	12.00
RECORD TAX	66.50
POSTAGE	.05
POSTAGE CK	.45

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

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

one used BEAR Ace Computer Analyzer, model #40/951, serial #04F1352 including all attachments, accessories and additions now owned or hereafter acquired.

ERLE SCHAFER
AA CO. CIRCUIT COURT

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds)
.....) of the collateral are also specifically covered.
.....Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Henry L. Amon T/A Larry's Service Center	THE CITIZENS NATIONAL BANK Laurel, Maryland 20707
By: <u>Henry L. Amon</u>	By: <u>Marilyn F. Horton</u> Marilyn F. Horton, Asst. V. Pres.

By:
Type or print all names and titles under signatures.

12-
66.50
50

539 352

276780

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
xx. Subject to Recordation Tax on prin-
cipal amount of \$ 12,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Maryland City Baptist Church	326 Brock Bridge Road Laurel, Maryland 20707

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

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

Allen Organ, model ADC-530, serial # T-3613

RECORD FEE 11.00
RECORD TAX 84.00
POSTAGE **CK** .50
#328730 C777 R03 T11:05
04/05/89

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).
H. ERLE SCHAFER
CIRCUIT COURT

5.Proceeds)
.....Products)
) of the collateral are also specifically covered.

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
---------------	---------------------------------

Maryland City Baptist Church

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: Wesley H. Harris, Pastor

By: Donald E. Shaffrey
Donald E. Shaffrey
Senior Vice President

By: Donald Hayman, Clerk

By: Henry Hollingsworth
Henry Hollingsworth, Treasurer

Type or print all names and titles under signatures.

11-
84-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276731 ^{LO-12}

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK *Arundel*

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ None

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

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

1. DEBTOR

Name George L. Parsley, d/b/a Ferndale Amoco
Address 7281 Baltimore Annapolis Blvd. Glen Burnie, Maryland 21061

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 - Hunter D - 111 Front End Alignment S/N DA 12125

RECORD FEE 12.00
#328740 0777 R03 T11:06

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT
04/03/89

SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

125
George L. Parsley
(Signature of Debtor)

George L. Parsley
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. Banks
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.
J. BANKS

Type or Print Above Signature on Above Line

BOOK 539 PAGE 354

276782

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): EDWIN A. & JOHN O. CRANDELL, INC. E. A. & J. O. Crandell, Inc. 733 Crandell Road West River, MD 20778 M-34085	(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 GK .50 #328750 C/77 R03 T11:06 04/05/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT 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.

One (1) Used Caterpillar Model #953IGP Track Type Loader S/N 05Z00454

AA

Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s) EDWIN A. & JOHN O. CRANDELL, INC. E. A. & J. O. Crandell, Inc. Charles A. Crandell - Treasurer (By) <u>Charles A. Crandell</u> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <u>[Signature]</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

Treasurer 1750

UCC-1

3004 539 PAGE 355

276783

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) SPANGLER ELIZABETH M. CHESAPEAKE MOBILE COURT LOT #100 HANOVER MD 21076	2 Secured Party(ies) Name(s) and Address(es) CHESAPEAKE MOBILE HOMES, INC. P.O. BOX 288 MILLERSVILLE, MD 21108	4 For Filing Officer Date, Time No Filing Office	
5 This Financing Statement covers the following types (or items) of property 1979 CASTLE CASA Royale CASSA ROYALE 14 X 64 SERIAL # IVA78104642039 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"/> 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.)	
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 <u>SPANGLER ELIZABETH M. x Elizabeth M. Spangler</u>		By <u>CHESAPEAKE MOBILE HOMES, INC.</u>	
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			

RECORD FEE 11.00
POSTAGE .50

RECORDED
04/05/89
H. ERLE SPANGLER
AA CO. CIRCUIT COURT
2200 OPITZ BOULEVARD SUITE 245
WOODBIDGE, VA 22194

276784

Ford Motor Credit Company 

FINANCING STATEMENT-UCC-1

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any): _____

1. Debtor(s) (Last Name First) and Address(es)
Bob Bell Imports, Inc. DBA
Bob Bell Mitsubishi
7118 Ritchie Highway
Glen Burnie, Md. 21061

2. Secured Party(ies) and Address(es)
Ford Motor Credit Company
5020 Campbell Blvd.
Baltimore, Maryland 21236

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

RECORD FEE 12.00
POSTAGE **CK** .50
#328770 0777 R03 111:09

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

- 1. All furniture, machinery, supplies and other equipment.
- 2. All motor vehicles, tractors, trailers, implements, service parts and accessories.
- 3. All accounts, contract rights, chattel paper and general intangibles.
- 4. Fixtures located at the above address and at any other address from which the above debtor conducts business now or in the future.

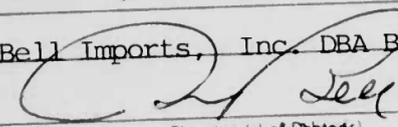
H. ERLE SCHAFER
CIRCUIT COURT

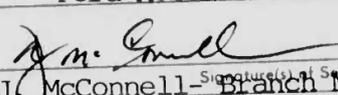
Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented: _____

Filed with: Clerk of Circuit Court - Anne Arundel County

This instrument prepared by: Ford Motor Credit Company

Bob Bell Imports, Inc. DBA Bob Bell Mitsubishi Ford Motor Credit Company (Secured Party)

By: 
Robert E. Bell Signature of Debtor(s)
President

By: 
D. J. McConnell Signature of Secured Party(ies)
Branch Manager

FMCC JUL 70 7098

Previous editions may be used.

FILING OFFICER COPY - ALPHABETICAL

276785

589 357

Ford Motor Credit Company 

FINANCING STATEMENT-UCC-1

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and Address(es) Bob Bell Imports Inc. DBA Bob Bell Mitsubishi 7118 Ritchie Highway Glen Burnie, Maryland 21061	2. Secured Party(ies) and Address(es) Ford Motor Credit Co. 5020 Campbell Blvd. Balto. Maryland 21236	Far Filing Officer (Date, Time, Number and Filing Office) RECORD FEE 12.00 RECORD TAX 105.00 POSTAGE .50 4328780 0777 R03 11:09 04/05/89 CHAFER SCHAFFER
---	--	---

4. This financing statement covers the following types (or items) of collateral:
New & used motor vehicles, tractors, trailers, semi-trailers, mobile homes, farming implements & other farming or industrial appliances & equipment & other inventory & equipment with manufacturer's certificates of title or ownership relating thereto. Accounts, accessories & replacement parts of or for any of the above. Accounts, contracts, rights, chattel paper and general intangibles.

DEBT SUBJECT TO TAX \$15,000 - TAX DUE \$105.00

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented:

Filed with: Clerk of Circuit Court - Anne Arundel County

This instrument prepared by: Ford Motor Credit Company

By: Robert L. Bell president (Debtor) By: D. J. McConnell Branch Manager (Secured Party)

539 358

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First) Propulsion Dynamics, Inc. 2200 Somerville MD Annapolis, MD 21401	2. SECURED PARTY and Address Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202 ATTN: Gloria Bolton
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: Signet Bank/Maryland BALTIMORE AND ST. PAUL STREETS BALTIMORE, MARYLAND 21203

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 270968 Date 12-15-87, 1987
 Record Reference book 520 page 586

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Debtor's name has been changed to PDI CORP.

RECORD FEE 10.00
 POSTAGE .50
 #328900 C777 R03 T11-11
 04/05/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated this 27 day of March, 19 89
 DEBTOR: PDI CORP. (formerly Propulsion Dynamics, Inc.)
 By: Thurman R. Harper
 Thurman R. Harper, President (Title)
 SECURED PARTY: Signet Bank/Maryland
 By: Ross L. Brown A.V.P.
 Ross L. Brown, A.V.P. (Title)

UCC-5

150

RECEIVED
 MAR 29 1989

539 359

STATE OF MARYLAND

ANNE ARUNDEL CO.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276786

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

EXEMPT-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR-THE SECURED PARTY IS SELLER This financing statement Dated 3-29-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles E. Sparks
Address 1045 Ashe St., Davidsonville, MD 21035

2. SECURED PARTY

Name H & E Farm Equip., Inc.
Address RD 2, Box 347A, Dover, DE 19901

Person And Address To Whom Statement Is To Be Returned 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 IH 2096 Tractor #17897642

Name and address of Assignee
J.I. Case Credit Corp.
5790 Widewaters Parkway
DeWitt, NY 13214

RECORD FEE 11.00
POSTAGE .50
#328810 0777 R03 711:12
04/05/89

CHECK THE LINES WHICH APPLY

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

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

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

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Signature of Debtor

Charles E. Sparks
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Howard Cox
Type or Print Above Signature on Above Line

11-9

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

If transaction or transactions wholly or partially subject to 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 17, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Industrial Water Blasting, Inc.
Address P.O. Box 796, Ellicott City, MD 21043

2. SECURED PARTY

Name INDUCTO/WGL Leasing Co.
Address P.O. Box 302, 130 West Lancaster Avenue, Wayne, PA 19087

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

3. Maturity date of obligation (if any) May, 1992

RECORD FEE \$11.00
#328820 0777 R03 T11:12
04/05/89

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

1-Super Products Supersucker Model 5017 w/ 8" Hydraulic Boom, Auto Wet/Dry Switchover, 56" Toolbox and Accessories, S/N 86430698, mounted on 1-1987 GMC Brigadier Chassis, S/N 1GDT9C4C8HV501771, and any additional equipment leased or to be leased under that certain Lease Agreement No. 86-SP138-A

Name and address of Assignee: ERLE SCHAFER
Midlantic National Bank/South
P.O. Box 6000
Mt. Laurel, NJ 08054

(the "Lease"), dated 3 / 2 /89, between Industrial Water Blasting, Inc., as Lessee, and INDUCTO/WGL Leasing Co., as Lessor, and all additions and modifications thereto and all proceeds thereof.

CHECK THE LINES WHICH APPLY

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

Industrial Water Blasting, Inc.

* J.P. Lages President
(Signature of Debtor)

* F.P. Lages President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INDUCTO/WGL Leasing Co.

Cynthia Wrigley Spurdle
(Signature of Secured Party)

Cynthia Wrigley Spurdle, President - General Partner
Type or Print Above Signature on Above Line

276788

539 361

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) Cardinal Credit Corp d/b/a Annapolis Motor Yachts 111 Forbes St. Annapolis, Md. 21401	2. Secured Party(ies) and address(es) Midlantic Commercial Leasing Corp. 225 W. 34th St. New York, New York 10001	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

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

"SEE SCHEDULE A"
Secured Party is the seller
Not subject to recordation tax

RECORD FEE 12.00
 POSTAGE .50
 #328830 0777 R03 T11:13
 04/05/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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:

Cardinal Credit Corp d/b/a
 Annapolis Motor Yachts
 By: [Signature]
 Signature(s) of Debtor(s)

Midlantic Commercial Leasing Corp
 By: [Signature]
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

SCHEDULE _____

BOOK 539 PAGE 362

Schedule referred to in and made part of agreement dated _____
 Cardinal Credit Corp. d/b/a
 between Annapolis Motor Yachts and **MIDLANTIC COMMERCIAL LEASING CORP.**
LESSOR

QUANTITY	SERIAL NO.	DESCRIPTION (MFG., MODEL No.)	AMOUNT
		Yacht Sales Management & System to Include: AST Premium 288 computer with 1.2 MB Floppy Disk, 40 MB Hard Disk 11MB memory, EGA graphics, monochrome Monitor, MS-DOS & Surge Protector, 40 MB Tape Backup Serial #US147079, 047091 Hewlett Packard Laserjet Series II Printer Serial #2826J83453 Digitized Company Logo Multitech 300/1200 Baud Modem Serial #6120919	

MIDLANTIC COMMERCIAL LEASING CORP.

LESSOR

TITLE

Cardinal Credit Corp. d/b/a
 Annapolis Motor Yachts

LESSEE

TITLE

JCRmp

Ans. AMY



539 363

STATE OF MARYLAND

County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276789

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

If transaction or transactions wholly or partially subject to 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 Form Services, Inc.

Address 717 Wedeman Avenue, Linthicum, Maryland 21090

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 S. Charles 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)

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

Description of Collateral See Attached

RECORD FEE 13.00 POSTAGE .50

Name and address of Assignee H. ERLE SCHAFER 04/05/89

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)

Form Services, Inc.

Signature of Debtor

Louis L. Boldt Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The First National Bank of Maryland

Signature of Secured Party

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

1350



Pioneer Technologies Group

QUOTATION

BALTIMORE
9100 Galtier Road
Galtierburg, Maryland 20877
(301) 792-7600

CAROLINA
9801 A Southern Pine Blvd.
Charlotte, North Carolina 28217
(704) 527-8188

DELAWARE VALLEY
261 Gibraltar Road
Hansham, Pennsylvania 19044
(215) 674-4000

FT. LAUDERDALE
674 South Military Trail
Deerfield Beach, Florida 33442
(305) 426-8877

GEORGIA
3100 F. Northwoods Place
Norcross, Georgia 30071
(404) 448-1711

HUNTSVILLE
4825 University Square
Huntsville, Alabama 35816
(205) 837-9300

ORLANDO
337 South North Lake Blvd.
Altamonte Springs, Florida 32701
(305) 834-9090

RALEIGH
2810 Meridian Pkwy. #148
Durham, NC 27713
(919) 544-5400

WASHINGTON
9100 Galtier Road
Galtierburg, Maryland 20877
(301) 921-0660

TO: Form Services, Inc.
P.O. Box 60
Linthicum Heights, MD 21090
Attn: Mr. Robert Small

THIS QUOTATION FIRM FOR.....30..... DAYS

WE APPRECIATE YOUR INQUIRY AND TAKE PLEASURE IN QUOTING AS FOLLOWS:

DATE	F.O.B	TERMS	DELIVERY	CUSTOMER NO.	
2/27/89	Destination	1/3 w/ Purchase Order 1/3 at Shipping 1/3 at Net 30 Days	4-6 Weeks		
ITEM NO.	QUANTITY	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Digital	63AMB-AE VAX 6310 Processor 32MB ECC MOS Memory, Integral Floating Point, Two VAX BI Channels, DEBNA 802.3/Ethernet Controller, KDB50 Disk Controller, TK70, VMS License, DECNET E/N License		201,660
2	1	Digital	DMB32-M 8 Line Asynch Comm- unication/Printer Controller		4,569
3	1	Digital	CK-DMB32-LJ Cabinet Kit for DMB32-M		1,122
4	1	Digital	LA100-BA Local Console Terminal		2,693
5	1	Digital	RA82-CA 622MB Disk, 3-Hi Cabinet		17,340
6	1	Digital	BC26V-12 Interface Cable for Storage Device		490
7	6	Digital	BNE3M-20 Ethernet Transceiver Cable	340	2,040
8	5	Digital	DSRVB-AA LAN Server 200/RS232 w/ License	3,025	15,125

WE HEREBY CERTIFY THAT THE PRICE QUOTED HEREIN IS NOT IN EXCESS OF THE PRICES CHARGED TO ANY OTHER CUSTOMER INCLUDING THE U.S. GOVERNMENT FOR THE SAME OR SIMILAR ITEMS IN THE SAME OR

We hope that we shall be considered in the placement of this order and assure you of our prompt attention.

BY _____

KVICLOVING TEL NO.



Pioneer Technologies Group

QUOTATION

BALTIMORE
9100 Gaither Road
Gaitherburg, Maryland 20877
(301) 792-7500

CAROLINA
9801 A Southern Pine Blvd.
Charlotte, North Carolina 28217
(704) 527-8188

DELAWARE VALLEY
261 Gibraltar Road
Monroeville, Pennsylvania 15144
(215) 674-4000

FT. LAUDERDALE
674 South Military Trail
Deerfield Beach, Florida 33442
(305) 428-8877

GEORGIA
3100 F. Northwood Place
Norcross, Georgia 30071
(404) 448-1711

HUNTSVILLE
4825 University Square
Huntsville, Alabama 35816
(205) 837-9300

ORLANDO
337 South North Lake Blvd.
Altamonte Springs, Florida 32701
(305) 834-9090

RALEIGH
2810 Meridian Pkwy. #148
Durham, NC 27713
(919) 544-5400

WASHINGTON
9100 Gaither Road
Gaitherburg, Maryland 20877
(301) 921-0660

TO: Continued: Page 2

THIS QUOTATION FIRM FOR.....³⁰..... DAYS

WE APPRECIATE YOUR INQUIRY AND TAKE PLEASURE IN QUOTING AS FOLLOWS:

DATE	F.O.B	TERMS	DELIVERY	CUSTOMER NO.	
3/2/89	Destination	1/3 w/ Purchase Order 1/3 at Shipping 1/3 at Net 30 Days	4-6 Weeks		
ITEM NO.	QUANTITY	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL
9	1	Digital	DELNI-BA LAN Concentrator		1,375
10	1	Digital	QL-095A2-AA VAX Basic License Redesignated from MVII		6,325
11	1	Genicom	220-03 Genicom 220 Printer w/ Condense Type		719

WE HEREBY CERTIFY THAT THE PRICE QUOTED HEREIN IS NOT IN EXCESS OF THE PRICES CHARGED TO ANY OTHER CUSTOMER INCLUDING THE U.S. GOVERNMENT FOR THE SAME OR SIMILAR ITEMS IN THE SAME OR SIMILAR QUANTITY.

We hope that we shall be considered in the placement of this order and assure you of our prompt attention.

BY _____

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 Bosma, Willem & Brenda

Address 491 Lymington Road, Severna Park, MD 21146

2. SECURED PARTY

Name Custom Htg & A/C Inc.

Address 1232 Old Dorsex Road, Harmans, MD 21077

Lennox Convenient Purchase Plan, PO Box 10475, Des Moines, IA 50306

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

3. Maturity date of obligation (if any) _____

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

HS19-261 a/c (2); HS19-211 a/c (2);
G14Q3-60 furnace (2); G14Q3-80 furnace;
GSR14Q3-50 furnace

RECORD FEE 12.00
POSTAGE .50
#328850 8777 R03 111:14
04/05/89
CK
R. ERLE SCHAFER
HA CO. CIRCUIT COURT

Name and address of Assignor

The above goods are or are to become fixtures on:

SECURED PARTY IS SELLER

To be filed in real estate records.

CHECK THE LINES WHICH APPLY

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

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

Tax Map 31, Block "ST" 11 Parcel 0386 Deed 4729198
Tax Acct 30000227-3605 Prop. descrp. 2.463 acres

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

[Signature]
(Signature of Debtor)

Willem Bosma
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Brenda Bosma
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Custom Htg & A/C Inc.
Type or Print Above Signature on Above Line

10

FINANCING STATEMENT

Not subject to recordation tax
Taxable Debt \$7,500.00

1. Name of Debtor(s): Bigham Construction Company, Inc.
Address: 739 Cypress Road
Severna Park, Maryland 21146

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

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

RECORD FEE 11.00

RECORD TAX 52.50

POSTAGE **CK** .50

REGISTERED DT77 R01 T11:58

04/05/89

H. ERLE SCHAFER

4. This Financing Statement covers the following types (or items) of property:
IBM Computer Model XT286 Serial Number 1037915
Sysdyne Monitor Model DGA14 Serial Number 9041049 Plus Accessories.

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

The above-described goods are affixed or to be affixed to:

Debtor(s):

Secured Party:

Bigham Construction Company, Inc.

Annapolis Banking & Trust Company
(Type Name of Dealership)

By *[Signature]*

By *[Signature]*
(Authorized Signature)

William A. Busik, V.P.
(Type Name and Title)

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

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

11
52.50
50

276792

539 368

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) J & J CONTRACTING, INC. 823 Fairview Avenue Linthicum, MD 21090	2. Secured Party(ies) and address(es) HERCULES FUNDING, LTD. 2050 Center Avenue Fort Lee, NJ 07024	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #328940 0717 R03 T11:40 04/05/89 CK H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: 1 20' work platform w/12 towers. Model #183A 1 20' work platform w/10 towers. Model #230A 746045-001 C This filing is for informatinal purposes only as the parties intend the transaction to be a true lease and not a security agreement and is exempt from recordation tax under Maryland code section 12-108 (k) (4) or (5)		5. Assignee(s) of Secured Party and Address(es) Citicorp North America, Inc. 450 Mamaroneck Avenue Harrison, NY 10528

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:

J & J CONTRACTING, INC.
By: James W. Hood Pres.
Signature(s) of Debtor(s)

HERCULES FUNDING, LTD
By: Allen Shaw, Pres
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

STATE OF MARYLAND

276793

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

If this statement is to be recorded
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 Stanley, Ronald E., Jr.
Address D-86 Keith Lane Jessup, MD 20794

2. SECURED PARTY

Name Harbor Truck Sales & Service, Inc.
Address 2723 Annapolis Road Baltimore, MD 21230

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, Maryland 21061

CHECK THE LINES WHICH APPLY

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

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

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

Ronald E. Stanley, Jr.
Ronald E. Stanley, Jr.
(Signature of Debtor)

Ronald E. Stanley, Jr. owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Harbor Truck Sales & Service, Inc.

[Signature]
(Signature of Secured Party)

Edward S. Dentz

Type or Print Above Signature on Above Line

RECORD FEE SK 17.00
POSTAGE .50
#328950 0777 R03 T11:41
04/05/89
H. ERLE SCHAFER
CIRCUIT COURT

175
2

CONDITIONAL SALE CONTRACT NOTE

TO: Harbor Truck Sales & Service, Inc. ("Seller") **FROM:** Ronald E. Stanley, Jr. ("Buyer")
 2723 Annapolis Road Baltimore, MD 21230 D-86 Keith Lane Jessup, MD 20794
(Address of Seller) (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) 1983 Freightliner Model FLC12064T Tractor, S/N 1FUPYDYB1DH214919	(1) TIME SALES PRICE	\$ 37,268.00
	(2) Less DOWN PAYMENT in Cash	\$ 4,500.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance).....	\$ -0-
	(4) CONTRACT PRICE (Time Balance).....	\$ 32,768.00
Record Owner of Real Estate:		

***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:
 D-86 Keith Lane Jessup Anne Arundel Maryland
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty two thousand seven hundred sixty eight and 00/100***** Dollars (\$ 32,768.00) being the above indicated Contract Price (hereinafter called the "time balance") in 32 successive monthly installments, commencing on the 27th day of April, 19 89, and continuing on the same date each month thereafter until paid; the first 31 installments each being in the amount of \$ 1,024.00 and the final installment being in the amount of \$ 1,024.00 with interest from the 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 of any installment and of the unpaid time balance after acceleration 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. 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, general intangibles, contract rights, furniture, 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, direct and indirect, however arising and from whatever source. 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 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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: 5-27-89 19 89
 Accepted: Harbor Truck Sales & Service, Inc. (SEAL)
(Print Name of Seller Here)
 By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)
(Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKER(S):
 By: Ronald E. Stanley, Jr. (SEAL)
(Print Name of Buyer-Maker Here)
 Co-Buyer-Maker: [Signature] (SEAL)
(Print Name of Co-Buyer-Maker Here)
 By: _____

This instrument prepared by _____

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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 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 plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), 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 plus said reasonable attorneys' fees, 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 any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to 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, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** 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.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(Guarantor-Endorser) (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 FIRST INTERSTATE CREDIT ALLIANCE, INC. ("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. 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 written 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. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____

(Witness)

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

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller

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 March 27, 1989

between Harbor Truck Sales & Service, Inc., as Seller/Lessor/Mortgagee,

and Ronald E. Stanley, Jr. D-36 Keith Lane Jessup, MD 20794
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 \$ 32,768.00

IN WITNESS WHEREOF, we have herunto set our hand and seal this 27th day of March, 1989

Harbor Truck Sales & Service, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

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

539 373

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

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Murphy, Roy J.
108 River Dr.
Annapolis, MD 21403

2. Secured Party(ies) and address(es)
VMS National Residential
Portfolio I
c/o VMS Realty Partners
8700 West Bryn Mawr
Chicago, IL 60631

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#329000 0777 R03 T11:45
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. ID# 256526
Book 485 Page 12
Filed with Anne Arundel County MD Date Filed 4-29-85 19

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

10. RE: VMS National Residential Portfolio I
Please amend debtor address as follows: 220 Atlantic Street
~~Islamorada, FL 33036~~
Islamorada, FL 33036

No. of additional Sheets presented:

Leslie Gesme, authorized signatory for
VMS Realty Investment Ltd., attorney in
fact for Roy J. Murphy

RE: VMS National Residential Portfolio I
BY: VMS Realty Investment Ltd., attorney in
fact for VMS National Residential
Portfolio I

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

By: *Leslie Gesme*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 155 STANDARD FORM - FORM UCC-3

5826

276795

539 374

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) EDNA L DAVIS 624 PADDLE WHEEL MILLERSVILLE, MD, 21108	2 Secured Party(ies) and address(es) Environmental Water Control, Inc. 511-C Eastern Boulevard Essex, Maryland	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #329010 0777 R03 T11:46 04/05/89 CK H. ERLE SCHAFER 5. Assignee(s) of Secured Party and Address(es) Security Pacific FIN. SERV suite 126 901 DULANEY VALLEY RD TOWSON, MD, 21204
4. This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) ONE UNITED WATER TREATMENT SYSTEM INSTALLED MODEL 1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 624 PADDLE WHEEL MILLERSVILLE, MD, 21108)		

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: AA COUNTY

By: Edna L Davis
 EDNA L DAVIS Signature(s) of Debtor(s)

ENVIRONMENTAL WATER CONTROL, INC.
 By: Joseph B Antonelli
 JOSEPH B ANTONELLI Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

276797

BOOK 539 PAGE 376

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) Harkleroad, Mr. & Mrs. Kernie 2983 South Haven Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) MCNEW & BOUCHAL INC PO BOX 277 EDGEWATER, MD, 21037	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #329030 0777 R03 T11:47 04/05/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) 2983 South Haven Drive Annapolis, MD 21401 INSTALLED 7 GPM PROVETR & AS-32P SOFNER (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 2983 S HAVEN DR ANNAPOLIS, MD 21401		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN. SERV 901 DULANEY VALLEY RD SUITE 126 TOWSON, MD, 21204

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: AA COUNTY

By: Kernie Harkleroad
 KERNIE HARLEROAD
 By: Diane Harkleroad
 DIANE HARKLEROAD of Debtor(s)

By: McNew + Bouchal, Inc
 MCNEW & BOUCHAL INC
 By: Karen B. Suduth
 KAREN B SUDUTH of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

BOOK 539 PAGE 377

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270950

BOOK PAGE
RECORDED IN ~~LIBER~~ 521 ~~INDEX~~ 60 ON 12/17/87 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.

Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY

Name Kidde Credit Corporation

Address 30 Washington Center, Hagerstown, MD 21740

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

3. Maturity date of obligation (if any)

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>

10.00
 .50
 #329040 0477 R03 111:47
 04/05/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated _____

[Signature]
(Signature of Secured Party)

KIDDE CREDIT CORPORATION

Type or Print Above Name on Above Line

10 - 50

BOOK 539 PAGE 378

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264809

RECORDED IN BOOK 505 PAGE 204 ON 11/24/86 (DATE)

1. DEBTOR

Name HEB Equipment Co., Inc.
Address 15223 Molly Pitcher Highway, Greencastle, PA 17225

2. SECURED PARTY

Name Kidde Credit Corporation
Address 30 Washington Center, Hagerstown, MD 21740

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

3. Maturity date of obligation (if any)

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
POSTAGE .50
#329060 0777 R03 111:54
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated _____

[Signature]
(Signature of Secured Party)

KIDDE CREDIT CORPORATION
Type or Print Above Name on Above Line

10.50

539-379

- 380

's not used

Sh. be Land

4-5-89

539-379

- 380

's not used

Sh. be Land

4-5-89

PRINT OR TYPE ALL INFORMATION

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

ANNE ARUNDEL COUNTY

~~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.

McDonald and Sons, Inc.
8009 E. Old Jessup Road
Jessup, MD 20794

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

Associates Leasing, Inc.
8002 Discovery Dr., Suite 420
Richmond VA 23229

Name & address of Assignee

RECORD FEE 11.00
POSTAGE ~~CRK~~ .50
#329090 C777 R03 111457
04/05/89

Date of maturity if less than five years

Check if proceeds of collateral are covered
(X) *BY ERLE SCHAFER
AA CO. CIRCUIT COURT*

Description of collateral covered by original financing statement

Two Terex Model TS-14B Motor Scrapers S/N B16649 and B18324
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS,
REPLACEMENT PARTS, ADDITIONS, AND ALL PROCEEDS THEREOF

EXEMPT RECORDATION TAX-EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction. THE ABOVE DESCRIBED EQUIPMENT IS BEING LEASED ON A LEASE AGREEMENT BETWEEN ASSOCIATES LEASING, INC. AS LESSOR AND McDONALD AND SONS, INC. AS LESSEE. THIS FINANCING STATEMENT IS BEING FILED FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE USED TO DETERMINE IF THE ABOVE MENTIONED LEASE AGREEMENT IS A LEASE INTENDED AS SECURITY.

Describe Real Estate if applicable:

McDonald and Sons, Inc.

Associates Leasing, Inc.

Signature of Debtor if applicable (Date)

John A. McDonald, President 3/20/89
John A. McDonald, President

Signature of Secured Party if applicable (Date)

Leigh M. Wells, BCM
Leigh M. Wells, BCM

BOOK 539 PAGE 382

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268127

RECORDED IN LIBER 513 FOLIO 412 ON 6-17-87 (DATE)

1. DEBTOR

Name KDT, Inc. DBA Rent America
Address 7532 Ritchie Hwy., Glen Burnie, MD 21601

2. SECURED PARTY

Name Transamerica Commercial Finance Corporation
Address 1101 Kennedy Rd. Ste.112, P.O.Box 68, Windsor, CT 06095

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

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes assignment details for Transamerica Rental Finance Corporation and a stamp from H. ERLE SCHAFER, AA CO. CIRCUIT COURT.

Dated March 17, 1989

Transamerica Commercial Finance Corporation

Cynthia Pastuua (Signature of Secured Party)

Cynthia Pastuua, Credit & Collections Mgr. Type or Print Above Name on Above Line

158

276799

539 PAGE 383

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)

DIXON MOTOR COMPANY INC.

930 Galesville Road
Galesville, Md 20765

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

ATLANTIC LEASING CORPORATION
100 Menlo Park Suite #411
Edison, New Jersey 08837

3. Maturity date (if any):

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

RECORD FEE 11.00
#329110 0777 R03 11:58
04/05/89

H. EIRLE SCHAFER

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

1 FMC 5000 Alignment Machine
Lighted Sign Kit

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

THE CIT GROUP/SALES
Financing Inc.,
400 Greentree Executive
Campus
Marlton, NJ 08053

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES LEASE PURCHASE

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:

DIXON MOTOR COMPANY INC.

Franklin W. Dixon

ATLANTIC LEASING CORPORATION

Franklin W. Dixon
Signature(s) of Debtor(s)

President
Title

James R. Daniel
Signature(s) of Secured Party(ies)

James R. Daniel
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

276800

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 Brooklyn Cycle World, Inc. T/A Cycle World Kawasaki FEDERAL TAX ID # 52 1568480
Address 5820 Richie Highway, Baltimore, MD 21225

2. SECURED PARTY

Name Ariens Credit Corporation
Address One Imperial Way, Suite C 106, Post Office Box 99
Fogelsville, PA 18051

RECORD FEE 12.00
#329120 C777 R03 112+20
04/05/89
H. ERLE SCHAFER
CIRCUIT COURT
CK

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

3. Maturity date of obligation (if any) _____

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

All of the following types of goods held for sale or lease by debtor consisting of, but not limited to, new snowthrowers and snow related equipment, tillers, lawn tractors, garden tractors, lawn mowers, lawn sweepers, vacs and the like, bearing the brand name of Ariens, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing.

(INVENTORY)

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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)
Bernard O. Jeffers--President
Type or Print Above Signature on Above Line
[Signature]
(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
Russell T. Miller/Account Manager
Type or Print Above Name on Above Line

12

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 Brooklyn Cycle World, Inc. T/A Cycle World Kawasaki FEDERAL TAX ID # 52 1568480
Address 5820 Richie Highway, Baltimore, MD 21225

2. SECURED PARTY

Name Chrysler First Diversified Credit Inc.
Address One Imperial Way, Suite C 106, Post Office Box 99
Fogelsville, PA 18051

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

3. Maturity date of obligation (if any) _____

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

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, edgers, lawn mowers, tractors, tillers, chainsaws, power blowers, grass trimmers, sprayers, power rakes, generators, pumps and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing distributed by Lawn Equipment Parts Company.

(INVENTORY)

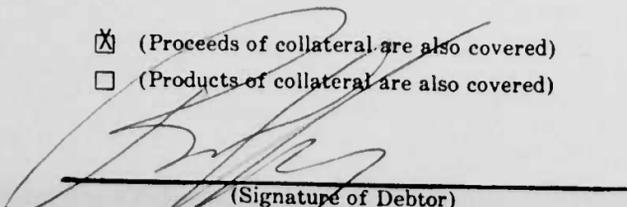
CHECK THE LINES WHICH APPLY

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

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

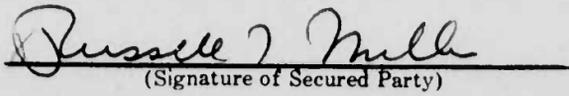
Bernard O. Jeffers -- President

Type or Print Above Signature on Above Line

(Signature of Debtor)

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Russell T. Miller/Account Manager

Type or Print Above Name on Above Line

RECORD FEE 12.00
#728170 0727 R03 T12:20
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

125

276802

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) Thompson, Lester Andrew 471 Lincoln Drive Glen Burney, MD 21061	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 110 South Jefferson Plaza Whippany, NJ 07981	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE CK .50 #329140 0777 R03 T12:21 04/05/89 H. ERLE SCHAFER
4. This financing statement covers the following types (or items) of property: One (1) used 1986 Kenworth conventional double bunk Model T600A S/N 1XAD29X1GS337459 <p style="text-align: center;">Conditional Sale Contract- Not subject to recordation tax..</p>		5. Assignee(s) of Secured Party and Address(es) U.S. CIRCUIT COURT
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input 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.		Filed with: Anne Arundel County
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <u>Lester A. Thompson</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy - Alphabetical **1130**

STANDARD FORM - FORM UCC-1.

County

FINANCING STATEMENT

276803

- 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 \$ 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

Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Anne Arundel Fire Protection Inc. 1654 Crofton Blvd., Suite #3
 Crofton, Maryland 21114

6. Secured Party Address
 First Annapolis Savings Bank, FSB 1832 George Avenue
 Attention: Carolyn Booker, Loan Processor Annapolis, Maryland 21401
 (Type name & Title)

RECORD FEE 11.00
 RECORD TAX **CK** 350.00
 POSTAGE .50
 #329150 0777 R03 T12+21
 04/05/89
 H. ERLE SCHAFER
 AA CO. DISTRICT COURT

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: Anne Arundel Fire Protection, Inc.

By: Robert Bonanni (Seal) _____ (Seal)
 Robert Bonanni, President _____ (Seal)

Mr. Clerk: Please return to First Annapolis Savings Bank, FSB to the officer and at the address set forth in paragraph 6 above.

11. 350

BOOK 539 PAGE 388



SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefore and all cash and non-cash proceeds and products thereof.

WRITER'S DIRECT DIAL NUMBER

MAIN OFFICE 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON (301) 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON (301) 261-2493

539 389

276804

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) BARRY, JAMES F., TRUSTEE OF BUTTONS REALTY TRUST c/o 100 Summers Run Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) BAYBANK HARVARD TRUST COMPANY 1414 MASSACHUSETTS AVENUE CAMBRIDGE, MA	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 3.00 POSTAGE .50 #329160 0777 R03 T12:22

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

All of the following, whether now owned or hereinafter acquired: All inventory, machinery, equipment, furniture, fixtures, building supplies and appliances, used or useful in the operation, maintenance, repair, construction or occupation of the property described in the Mortgage, Security Agreement and Assignment dated ~~January 6~~ ^{04/05/89}, 1989 between the Debtor and the Secured Party, including without limitation, the property known as 351 and 351A North Street, Boston, Massachusetts, and all rights and privileges thereto regarding the above described premises or any portion thereof; all as further described on the Rider attached hereto and made a part hereof.

FILED WITH: City of Annapolis, Md

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

James F. Barry
 JAMES F. BARRY, TRUSTEE OF BUTTONS REALTY TRUST
 Signature(s) of Debtor (Or Assignor)

BAYBANK HARVARD TRUST COMPANY

BY: *Christopher P. Chappell*
 its Attorney
 Signature(s) of Secured Party (Or Assignee)

RIDER TO FINANCING STATEMENT

539 PAGE 390

Debtor: BUTTONS REALTY TRUST

Secured Party: BAYBANK HARVARD TRUST COMPANY
1414 MASSACHUSETTS AVENUE
CAMBRIDGE, MA

The Financing Statement covers the following types or items of property:

(a) the land with the buildings and improvements whether now existing or hereafter constructed or located thereon, known and numbered as 351 and 351A North Street, Massachusetts (the "Mortgaged Premises") as more particularly described on Exhibit A annexed to the Mortgage, Security Agreement and Assignment by and between Debtor and Secured Party dated ~~January~~ February, 1989;

(b) all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, door bell and alarm systems, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature owned by the Mortgagor, now or in the future contained in or on the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith;

(c) all easements, covenants, agreements and rights which are appurtenant to or benefit the Mortgaged Premises;

(d) all machinery, equipment, furniture, inventory, building supplies, and appliances, owned by the Mortgagor, used or useful in the construction, operation, maintenance, or occupation of the Mortgaged Premises or any portion or unit thereof;

(e) all leases, contracts or agreements entered into, for the lease, rental, hire or use by the Mortgagor of any property of the same nature as the foregoing Subparagraphs (b) and (d) in connection with the construction, operation, maintenance or occupation of the Mortgaged Premises;

(f) all leases, tenancies, and occupancies, whether written or not, regarding all or any portion of the foregoing (a through e) (hereinafter, the "Leases"), all guarantees and

security relating thereto, together with all income and profit arising therefrom or from any of the foregoing Subparagraphs (a) through (e), and all payments due or to become due thereunder (hereinafter, the "Rental Payments"), including, without limitation, all rent, additional rent, damages, insurance payments, taxes, insurance proceeds, condemnation awards, or any payments with respect to options contained therein (including any purchase option);

(g) all contracts and agreements (together with the easements, covenants, agreements and rights referred to in Section 3-3 (c), above, and the leases, contracts, and agreements referred to in Section 3-3(e), above, hereinafter, the "Contracts") licenses, permits and approvals (hereinafter, the "Licenses") and warranties and representations, relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraphs (a) through (f);

(h) all right, title, and interest arising out of any agreement to sell a portion or portions of the Mortgaged Premises;

(i) any other property of the Mortgagor in which the Mortgagee may in the future be granted an interest;

(j) all funds held by the Mortgagee as tax or insurance escrow payments:

(k) all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (j), including without limitation, equipment, inventory, goods, documents, securities, accounts, chattel paper, and general intangibles (as each of those terms is defined in the UCC; all insurance proceeds relating to all or any portion of the foregoing Subparagraphs (a) through (j); and all awards, damages, proceeds, or refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the foregoing Subparagraphs (a) through (j); and

(l) all rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (k).

Debtor
BUTTONS REALTY TRUST

By: [Signature]
Its: Trustee
M0074901:1-2

276805

539 392

<input type="checkbox"/> 4. Filed for record in the real estate records.		<input type="checkbox"/> 5. Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) BUTTONS REALTY TRUST c/o 100 Summers Run Annapolis, Maryland 21401		2. Secured Party(ies) and address(es) BAYBANK HARVARD TRUST COMPANY 1414 MASSACHUSETTS AVENUE CAMBRIDGE, MA	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE CK .50 #329170 0777 R03 T12+22 01/05/89 H. ERLE SCHAFER INVENTORY COURT
7. This financing statement covers the following types (or items) of property: All of the following, whether now owned or hereinafter acquired: All machinery, equipment, furniture, fixtures, building supplies and appliances, used or useful in the operation, maintenance, repair, construction or occupation of the property described in the Mortgage, Security Agreement and Assignment dated January 6 February 6 , 1989 between the Debtor and the Secured Party, including without limitation, the property known as 351 and 351A North Street, Boston, Massachusetts, and all rights and privileges thereto regarding the above described premises or any portion thereof; all as further described on the Rider attached hereto and made a part hereof.			
FILED WITH: <i>City of Annapolis, Md</i>		<input type="checkbox"/> Products of Collateral are also covered.	
Whichever is Applicable (See Instruction Number 9)	<i>Jan F B...</i> Signature(s) of Debtor (Or Assignor)		BAYBANK HARVARD TRUST COMPANY BY: <i>Christopher P. Chappell</i> <i>Attorney</i> Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy - Alphabetical STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 Rev. Jan. 1980

LAWYERS STATIONERY CO., INC. - BOSTON

RIDER TO FINANCING STATEMENT

BOOK 539 PAGE 393

Debtor: JAMES F. BARRY, TRUSTEE OF
BUTTONS REALTY TRUST

Secured Party: BAYBANK HARVARD TRUST COMPANY
1414 MASSACHUSETTS AVENUE
CAMBRIDGE, MA

The Financing Statement covers the following types or items of property:

- (a) the land with the buildings and improvements whether now existing or hereafter constructed or located thereon, known and numbered as 351 and 351A North Street, Massachusetts (the "Mortgaged Premises") as more particularly described on Exhibit A annexed to the Mortgage, Security Agreement and Assignment by and between Debtor and Secured Party dated ~~January~~ February, 1989;
- (b) all furnaces, ranges, heaters, plumbing goods, gas and electric fixtures, screens, screen doors, mantels, shades, storm doors and windows, awnings, oil burners and tanks or other equipment, gas or electric refrigerators and refrigerating systems, ventilating and air conditioning apparatus and equipment, door bell and alarm systems, sprinkler and fire extinguishing systems, portable or sectional buildings, and all other fixtures of whatever kind or nature owned by the Mortgagor, now or in the future contained in or on the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises, and any and all similar fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith;
- (c) all easements, covenants, agreements and rights which are appurtenant to or benefit the Mortgaged Premises;
- (d) all machinery, equipment, furniture, inventory, building supplies, and appliances, owned by the Mortgagor, used or useful in the construction, operation, maintenance, or occupation of the Mortgaged Premises or any portion or unit thereof;
- (e) all leases, contracts or agreements entered into, for the lease, rental, hire or use by the Mortgagor of any property of the same nature as the foregoing Subparagraphs (b) and (d) in connection with the construction, operation, maintenance or occupation of the Mortgaged Premises;
- (f) all leases, tenancies, and occupancies, whether written or not, regarding all or any portion of the foregoing (a through e) (hereinafter, the "Leases"), all guarantees and

security relating thereto, together with all income and profit arising therefrom or from any of the foregoing Subparagraphs (a) through (e), and all payments due or to become due thereunder (hereinafter, the "Rental Payments"), including, without limitation, all rent, additional rent, damages, insurance payments, taxes, insurance proceeds, condemnation awards, or any payments with respect to options contained therein (including any purchase option);

(g) all contracts and agreements (together with the easements, covenants, agreements and rights referred to in Section 3-3 (c), above, and the leases, contracts, and agreements referred to in Section 3-3(e), above, hereinafter, the "Contracts") licenses, permits and approvals (hereinafter, the "Licenses") and warranties and representations, relative to the use, operation, management, construction, repair or service of any of the foregoing Subparagraphs (a) through (f);

(h) all right, title, and interest arising out of any agreement to sell a portion or portions of the Mortgaged Premises;

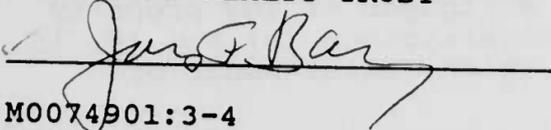
(i) any other property of the Mortgagor in which the Mortgagee may in the future be granted an interest;

(j) all funds held by the Mortgagee as tax or insurance escrow payments:

(k) all proceeds received from the sale, exchange, collection or other disposition of any of the foregoing Subparagraphs (a) through (j), including without limitation, equipment, inventory, goods, documents, securities, accounts, chattel paper, and general intangibles (as each of those terms is defined in the UCC; all insurance proceeds relating to all or any portion of the foregoing Subparagraphs (a) through (j); and all awards, damages, proceeds, or refunds from any state, local, federal or other taking of, and all municipal tax abatements relating to, all or any portion of the foregoing Subparagraphs (a) through (j); and

(l) all rights, remedies, representations, warranties, and privileges pertaining to any of the foregoing Subparagraphs (a) through (k).

Debtor
JAMES F. BARRY TRUSTEE OF
BUTTONS REALTY TRUST


M0074901:3-4

BOOK 539 PAGE 395

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 300644 FMP

3. Maturity date (if any): 4-25-89

1. Debtor(s) (Last Name First) and address(es) JASON'S PIANO AND ORGANS OF MD, INC. SEVERNA PARK MALL SEVERNA PARK, MARYLAND 21146	2. Secured Party(ies) and address(es) YAMAHA MUSIC CORPORATION, USA 6600 ORANGETHORPE AVENUE P.O. BOX 6600 BUENA PARK, CA 90622-6600	For Filing Officer (Date, Time and Filing Office)
---	---	---

4. This statement refers to original Financing Statement bearing File No. 209076 LIBER 369 PG 573
Filed with ANNE ARUNDEL COUNTY Date Filed 4-25-77 19

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

10. PLEASE ASSIGN TO:
YAMAHA CORPORATION OF AMERICA
6600 ORANGETHORPE AVENUE
P.O. BOX 6600
BUENA PARK, CA 90622-6600

Yamaha pianos and organs, various musical instruments, including Everett pianos and/or benches, and such other products as may be distributed by Yamaha Music Corporation, USA, its subsidiaries and affiliates, wherever located, whether now owned or hereafter acquired, and includes all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions, all other goods used or intended to be used in conjunction therewith.
PROCEEDS OF COLLATERAL ARE ALSO COVERED.

Additional Sheets presented:

JASON'S PIANO AND ORGANS OF MD, INC. _____

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
1) Filing Officer Copy - Alphabetical

YAMAHA MUSIC CORPORATION, USA
By: D. Corsant, Accts. Adm. Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3
10

RECORD FEE 10.00
#329180 C777 R03 T12:22
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

276806

BOOK 539 PAGE 396

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)
Basicomputer Corporation
947 W. Waterloo Rd.
Akron, OH 44314
"Plus any and all other locations"

2. Secured Party(ies) and address(es)
IBM Credit Corporation
4747 Lincoln Highway
Suite 201
Matteson, IL 60443

3. Maturity date (if any):
For Filing Officer
(Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#329190 0777 ROB T12:23
04/05/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
All inventory and equipment bearing the trademark or tradename of IBM, manufactured or sold by IBM Corporation or any of its affiliated companies, now owned or hereafter acquired and wherever located, and all attachments, parts, accessories, accessions and replacements thereto and thereof, excluding, however, any and all proceeds of the afore described collateral.

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.
Filed with: Anne Arundel County MD No. of additional Sheets presented:

Basicomputer Corporation
By: Kenneth W. Haver
Signature(s) of Debtor(s)

IBM Credit Corporation
By: [Signature]
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—ALPHABETICAL

STANDARD FORM - FORM UCC-1

1150

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 14631.96

FINANCING STATEMENT

1. Debtor(s):

DALE MARTIN
Name or Names—Print or Type

100 TARRAGON LANE EDGEWATER, AA MD 21037
Address—Street No., City - County State Zip Code

MARTIN
Name or Names—Print or Type

100 TARRAGON LANE, EDGEWATER, AA, MD 21037
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS, ROEBUCK & Co.
Name or Names—Print or Type

126 STRAWN RD. HEND VALLEY MD 21030
Address—Street No., City - County State Zip Code

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

4. If above described personal property is to be affixed to real property, describe real property.
FRAME HOME AT ABOVE ADDRESS

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 12.00
 POSTAGE .50
 #329200 C777 R03 T12+23
 04/05/89
 H. ERIE SCHAFER
 AA CO. CIRCUIT COURT

DEBTOR(S):

Dale R. Martin
(Signature of Debtor)

DALE R. MARTIN
Type or Print

Donna N. Martin
(Signature of Debtor)

DONNA N. MARTIN
Type or Print

SECURED PARTY:

Sears, Roebuck & Co.
 Rockville Credit Central # 8303
 5520 Randolph Road
 Rockville, MD 20852
 (Company, if applicable)

C. R. Bui
(Signature of Secured Party)

 Type or Print (Include title if Company)

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

Name and Address _____

12.50

276808

539 398

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

1. Debtor(s) (Last Name First) and Address(es): JOHN R. GOSSAGE, JR. 911 Reece Road Severn, Maryland 21144		2. Secured Party(ies) Name(s) and Address(es): UNICOM ADMINISTRATIVE SERVICES, INC. 600 Embassy Row 6600 Peachtree/Dunwoody Road Atlanta, Georgia 30328		3. <input type="checkbox"/> The Debtor is a transmitting utility.	
				4. For Filing Officer: Date, Time, No. Filing Office	

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

(1) WORD PERFECT 4.2	(1) FX850 PRINTER
(1) AT&T WGS (640K, 20MB)	(1) CROSS TALK
(1) MONOCHROME MONITOR	
(1) SPORTSTER MODEM	

6. Assignee(s) of Secured Party and Address(es):
ERLE SCHAFER
#329210 0777 R03 T13:23
04/05/89

RECORD FEE 11.00

Products of the Collateral are also covered

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

9. Name of a Record Owner

7. The described goods are or are to be affixed to:
 The described goods are growing or to be grown:
 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 <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)					

JOHN R. GOSSAGE, JR.
By John R. Gossage, Jr.
Signature(s) of Debtor(s)

UNICOM ADMINISTRATIVE SERVICES, INC.
By Joseph Gleason
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(5/83)

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

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) Annapolis Federal Savings Bank 2 St. Patrick Drive, #102 Waldorf, Maryland 20603	2. Secured Party(ies) and address(es) 5663-AA BellSouth Communications, Inc. 4011 Municipal Plaza Roanoke, Virginia 24012 7921 Jones Branch Drive McLean, VA 22102	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 327220 0777 R03 T13:31 04/05/89
--	---	---

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

Private telephone communication equipment located at the address of the Debtor - including key switching systems, telephones, MDF, power supply, trunks, cable and all communications equipment described in Schedule A of a certain agreement between the parties hereto, wherein secured party is granted a security interest.

(Not subject to recordation tax; conditional sales contract.)

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:

ANNAPOLIS FEDERAL SAVINGS BANK Kenneth A. Smith, Ass't Vice Pres.	BELLSOUTH COMMUNICATIONS, INC Fredrick K. Shaftman, Vice President
By: <u><i>Kenneth A. Smith</i></u> Signature(s) of Debtor(s)	By: <u><i>[Signature]</i></u> Signature(s) of Secured Party(ies)

DM

BOOK 539 PAGE 400

276810

A 26225 2/89
11641
Anne Arundel Co
38.50
11.50
50.00

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. \$ 5375.00

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 Annapolis Specialty Houses, Inc.
Address PO Box 84, 419 Chester Ave. Annapolis, MD 21403

2. SECURED PARTY

Name AEL Leasing Co., Inc.
Address PO Box 13428 Reading, PA 19612-3428

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

3. Maturity date of obligation (if any) _____

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

- 1) Cannon Fax 350
- 1) RS 232
- 1) Software

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

RECORD FEE 11.00
RECORD TAX 38.50
POSTAGE .50

CK #329230 0777 R03 T13+31
04/05/89

CHECK THE LINES WHICH APPLY

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RECORDATION FEE FILED IN ANNE ~~XXXXXXXXXX~~ ARUNDEL COUNTY

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

SIGN HERE 

Annapolis Specialty Houses, Inc.

Dennis Williams
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

(Signature of Secured Party)

Morris J. Heckman O.S
Type or Print Above Signature on Above Line

11
38.50
50

FINANCING STATEMENT

FORM UCC-1

539 SALE 401

276811

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 Presidential Fleet Sales Corporation

Address 164 Conduit Street, Annapolis, MD 21401

2. SECURED PARTY

Name Bank 2000, N.A.

Address 8201 Greensboro Drive, McLean, VA 22102

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

3. Maturity date of obligation (if any) _____

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

1988 Presidential 57 Flybridge Motor Yacht
Serial #57007K88
Registration #DC0048D

RECORD FEE 11.00
#329240 C777 R03 T13:33
04/05/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Presidential Fleet Sales Corporation

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

Bank 2000, N.A.

[Signature]
(Signature of Secured Party)

Miriam G. Karich

Type or Print Above Signature on Above Line

115

276812

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 Barry Cook *Gail Cook*

Address 2647 Conway Road, Odenton, MD 21113

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) 3/20/94

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

New John Deere 750 Tractor MFWD
SN CH0750S025988

New John Deere 70 Loader
SN W00070X001397

New John Deere 261 Mower
SN M0261X576610

RECORD FEE 12.00
POSTAGE *GK* .50
#329250 0777 R03 113:34
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Barry Cook
(Signature of Debtor)

Barry Cook
Type or Print Above Name on Above Line

Gail Cook
(Signature of Debtor)

Gail Cook
Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

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 Parcel Plus, Inc.

Address 1410 Forest Drive - Suite 28 - Annapolis, MD 21403

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 6925-P Oakland Mills Road - Columbia, MD 21045

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

3. Maturity date of obligation (if any) April, 1992

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

ONE - Mita 2585 Copier with AS-10A 20 Bin
Sorter and Reverse ADF-1
Serial Number: 36007742, 37009411, 37018878

RECORD FEE 11.00
Name and address of Assessor
POSTAGE .50
#329260 0777 R03 T13434
CK 04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

PARCEL PLUS, INC.

[Signature]
(Signature of Debtor)

David G. Campbell - President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

[Signature]
(Signature of Secured Party)

Carole R. Hardesty - President
Type or Print Above Signature on Above Line

11/8

MARYLAND FINANCING STATEMENT

276814

BOOK 539 PAGE 404

(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 Pollux Corporation
8280 Patuxent Range Road (Name or Names) Jessup, Maryland 20794
(Address) CSB 759

LESSEE
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) Capital Savings Bank, F.S.B.
Of LESSOR (Name or Names)
421 North Charles Street, Baltimore, Maryland 21201
(Address)

4. This financing Statement covers the following types (or items) of property:
1 - Tannewitiz Model GVIE Bansaw Serial # 88011
1 - Big Joe Model PDH 25-106B Forklift w/12 Volt Battery & Charger
Serial # 317577

RECORD FEE 11.00
#329270 0777 R03 T13435
04/05/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

LESSEE
Pollux Corporation
By: R. N. Rounds VP - Finance
R. N. Rounds (Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager
Brian G. Connelly (Title)
(Type or print name of person signing)
Return to:

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

1500

MARYLAND FINANCING STATEMENT

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

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

1. LESSEE Alan M. Landay T/A Alan M. Landay Insurance
2662 Riva Road - Ste 110, Heritage Office Complex, Annapolis, Md 21401
(Name or Names)
(Address) HSA 3308

LESSEE
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) OF LESSOR Heritage Savings Association
1505 York Road Lutherville, Maryland 21093
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:
1 - Compaq Deskpro 386/20e/110M Hard Disk Drive; Compaq VGA Color Monitor; Compaq 1.44/3.5" Diskette Drive; Compaq Parallel/Serial Board Compaq DOS 3.3; Microsoft Bus Mouse w/software; Epson LQ 2550 Printer; Printer Cable; A/B Switch Box; Hayes 2400B External Modem; Amdek Laserdek 2000; Microsoft Bookshelf; Delivery; Installation of Hardware and Software

RECORD FEE 12.00
POSTAGE 3K .50
#329280 0777 R03 113+35
04/05/89

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

ERLE SCHAFER
CO. CIRCUIT COURT

LESSEE Alan M. Landay T/A
Alan M. Landay Insurance

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature] Owner
Alan M. Landay (Title)

By: [Signature] Manager
Brian G. Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

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

1250

1150

MARYLAND FINANCING STATEMENT

276816

(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 Associated Pipe Designers, LTD.

 755 Rosewood Road (Name or Names) Severn, Maryland 21144

 (Address) HSA 3299
 LESSEE _____

 (Name or Names)

 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Heritage Savings Association
 Of LESSOR _____

 (Name or Names)
1505 York Road Lutherville, Md. 21093

 (Address)

4. This financing Statement covers the following types (or items) of property:
 1 - COMPAQ Deskpro 386/25, Model 60; 1 - COMPAQ 1 MB 32-bit memory module; 1 - COMPAQ 3.5" 1.44 MB disk drive; 1 - NECHE Multisync XL monitor; 1 - NECHE MVA 1024 graphics board; 1 - COMPAQ MS DOS 3.3; 1 - Summagraphics 12x12 Summasketch Plus digitizer; 1 - Intel 80387-25 coprocessor; 1 - Epson LQ-2550 24 Pin dot matrix printer with 6' parallel cable.

Equipment Location: 3441 Fairfield Rd.
 Baltimore, Maryland

RECORD FEE 11.00
 POSTAGE .50
 #329290 0777 R03 FL3+35
 04/05/89
 ERLE SCHIAFER
 AA CO. CIRCUIT COURT

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

LESSEE
Associated Pipe Designers, LTD.

 By: Russell L. Ellison Pres.

 (Title)
RUSSELL L. ELLISON

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

 (Title)

 (Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

 By: Brian G. Connelly manager

 (Title)
Brian G. Connelly

 (Type or print name of person signing)

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

1500

276817
FIRST AMERICAN BANK

PAGE 539 OF 407

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any): None
1. Debtor(s) Name (Last Name First) Pollux Corp.	2. Debtor(s) Complete Address(es)	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 15th Street, NW Washington, DC 20005	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) All inventory currently owned and hereafter acquired. All Accounts Receivable currently owned and hereafter acquired.		
RECORD FEE 1.00 POSTAGE .50 #329300 0777 R03 713:36 04/05/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT		
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input checked="" type="checkbox"/> Products of collateral are also covered.		No. of additional sheets presented. ()
Filed with Circuit Court Clerk of <u>ANNE ARUNDEL</u> County; Other		
9. Transaction is (), is not (<input checked="" type="checkbox"/>), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.		
10. This statement is to be returned after recordation to: Robert G. Sutherland, Group Vice President First American Bank, N.A. 740 15th Street, N.W. Washington, DC 20005		
Signature(s) of Debtor(s) Pollux Corp.	Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by <u>Robert G. Sutherland</u>	
<u>Philip I. Wolf</u> PHILIP I. WOLF, President	<u>V.P.</u>	

539 408

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270049

RECORDED IN LIBER 518 FOLIO 483 ON 6 October 1987 (DATE)

1. DEBTOR

Name Solomons Marine, Inc.

Address P. O. Box 125, Solomons, Md. 20688

2. SECURED PARTY

Name Farmers National Bank

Address 5 Church Circle, Annapolis, Md. 21401

REC FEE 10.00
#22808 C528 R01 T13:08
03/29/89

VOID
REC FEE 10.00-
#22809 C528 R01 T13:10
03/29/89

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
#329310 C77 R03 T13:37
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 3-15-89

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens
Type or Print Above Name on Above Line

152

BOOK 539 PAGE 409

STATE OF MARYLAND

276818

FINANCING STATEMENT FORM UCC-1

Identifying File No. 10711

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2854.75

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

This financing statement Dated 03-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN L. KANE & MARSHA L. KANE
Address 4925 ASPEN STREET SHADYSIDE, MD. 20674

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address BOX 635 9418 ANNAPOLIS RD LANHAM, MD. 20706

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

3. Maturity date of obligation (if any)

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

mower, edger stereo MFgr 2 Sharp portable TV
smith Corona typewriter sharp vcr
JVC video camcorder, Pentax camera microwave, vacuum

Name and address of Assignee

RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50

"CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL CONSUMER PROPERTY."

#329320 0777 R03 T13:41
04/05/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

John L. Kane
(Signature of Debtor)

JOHN L. KANE
Type or Print Above Name on Above Line

Marsha L. Kane
(Signature of Debtor)

MARSH L. KANE
Type or Print Above Signature on Above Line

Susan Mathews
(Signature of Secured Party)

SUSAN MATHEWS
Type or Print Above Signature on Above Line

12-50
21

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. 251758

RECORDED IN LIBER 472 FOLIO 475 ON 4-25-84 (DATE)

1. DEBTOR

Name Larry D. Rowlett
Address 1004 Spa Road, Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.
Address 57 River Street, Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>H329330 0777 R03 713441</p> <p>04/05/89</p> <p>H. ERLE SCHAFER</p> <p>AA CO. CIRCUIT COURT</p>	

Dated _____

Maryann Cannistraci
(Signature of Secured Party)
Key Capital Corp., Maryann Cannistraci AVP.
Type or Print Above Name on Above Line

276819

539 411

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

(Maryland)

Assignee: Ford Motor Credit Co.

PO Box 637

Mechanicsville, Va. 23111

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

<p>1. Debtor(s) (Last Name First) address(es) McDonald, Joseph M. 346 Dameron South Laurel, Md. 20707 Anne Arundle County</p>	<p>2. Secured Party(ies) and Address(es) Gaithersburg Ford Tractor Co. 700 East Diamond Avenue Gaithersburg, Md. 20877</p>
---	---

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

RECORD FEE CK 11.00

#329340 0777 R03 T13+43

04/05/89

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

1-Ford New Holland Loader-#L785D-#739060
w/48" Forks, Weights, 76" Bucket

1-Sweepster 6' Broom-#883103

1-Master Track LC4-16 Trailer

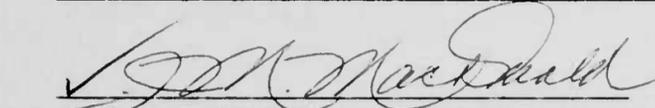
H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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

4. This transaction is exempt from the Recording Tax.

Filed with:


 (SIGNATURE OF DEBTOR)
 Joseph M. McDonald

Gaithersburg Ford Tractor Co.

(NAME OF SECURED PARTY)

BY:

Mark Jacobs

1160

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) Flooring Systems, Inc. 8265 I Patuxent Range Road Jessup, Maryland 20794</p>	<p>2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Commercial Loan</p> <hr/> <p>Return to Secured Party</p>
---	--

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other: 1987 Hyster S50XL
Serial # AL87V06518H

RECORD FEE 11.00
RECORD TAX 98.00
POSTAGE GK .50
#309750 0777 R03 T13-44
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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: \$ 13,891.50

DEBTOR:

SECURED PARTY:

SIGNET BANK/MARYLAND

Flooring Systems, Inc.
(Type Name)

By:

By:

T. Chesley Rocket

Gilbert F. Kennedy, III
(Type Name)

By:

T. Chesley Rocket, General Mgr.

(Date Signed by Debtor)

3/21 1989

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.

98 18

276821

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: March 21, 1989

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S):

ChemTrans, Inc.
ADDRESS: 50 West Earleigh Heights Rd.
Severna Park, Md. 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

COMPUTER:
Compaq Deskpro 286, S/N 4905AM1B1610
VGA Color Monitor, S/N 85114544A587
Portable III, S/N 4905HL2H0417
and peripherals

RECORD FEE 11.00
POSTAGE .50
#329360 0777 R03 T13:44
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

GK

DEBTOR(S):

ChemTrans, Inc.

(Company Name)

BY: Gary Briggs
Gary Briggs, President

BY: Kenna Briggs
Kenna Briggs, Secretary

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Reba S. Berman
(Authorized Signature)

Reba S. Berman, Asst. Vice President
(Type Name and Title)

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

11.50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

XXXXXX
Book 501 FOLIO Page 132
Identification No. 262890 Dated 7/23/86

1. Debtor(s) { Sharon Davies
Name or Names—Print or Type
1464 Bay Green Drive, MD 21012
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
701 CATHEDRAL STREET, BALTIMORE MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE (RM) 10.00
POSTAGE .50
#329390 0777 003 113:50
04/05/89

<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: 3/16/89
HARBOR LEASING ASSOCIATES
Name of Secured Party

Signature of Secured Party
MARK M. CAPLAN, PARTNER
Type or Print (Include Title if Company)

10.50

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

~~XXXXX~~ Book 509

~~XXXXX~~ Page 424

Identification No. 266537

Dated 3/11/87

1. Debtor(s) { Fort Meade Coin Operated Laundry Co.
Name or Names—Print or Type
1690 Annapolis Road, Odenton, MD 21113
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES
Name or Names—Print or Type
701 CATHEDRAL 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 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
POSTAGE .50
#329400 C777 R03 T13:50
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: 3/5/89

HARBOR LEASING ASSOCIATES
Name of Secured Party

Signature of Secured Party
MARK M. CAPLAN, PARTNER
Type or Print (Include Title if Company)

155-0

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3900.

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

This financing statement Dated MARCH 15th 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EVA WILSON

Address 6030 Cherry Ave Glen Burnie 21061

2. SECURED PARTY

Name BLAZER FINANCIAL SERVICES INC.

Address 7479 Baltimore Annapolis Blvd Glen Burnie 21061

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

3. Maturity date of obligation (if any) MARCH 15th 1989

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

1 WATER MASTER WATER Softner WFMCS \$RO System #118 Super Delux

RECORD FEE 11.00
RECORD TAX 28.00
POSTAGE CK .50
W329410 0777 R03 T13:51
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

6030 Cherry Ave Glen Burnie, Md 21061

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Eva G. Wilson
EVA G WILSON
(Signature of Debtor)

EVA G WILSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11
28
50

Joseph J. Tomalonis Jr
(Signature of Secured Party)

JOSEPH J. TOMALONIS, JR.

Type or Print Above Signature on Above Line

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

276823

MARYLAND FINANCING STATEMENT

BOOK 539 PAGE 417 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: Gary D. Rankin t/a Chesapeake Graphic Impressions
(Name or Names)
111 N. Langley Road, Glen Burnie, MD 21061
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

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

- One - Nuarc Plateburner, Model 40-631, S/N MC-F87-001
S/N
- One - Kodak Processor, Model
S/N

RECORD FEE 12.00
 POSTAGE .50
 #329420 0777 R03 T13+52
 04/05/89
 CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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):
Gary D. Rankin t/a Chesapeake Graphic
Impressions
 By: _____
 (Title)
Gary D. Rankin
 (Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
 By: _____
Robert E. Polack, President
 (Type or print name of person signing)

By: _____
 (Title)

 (Type or print name of person signing)

Return To: SECURED PARTY

1250



SECOND NATIONAL

FEDERAL SAVINGS BANK
BOOK 559 PAGE 418

276824

FINANCING STATEMENT

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

1. Name of Debtor(s) (or Assignor) and address:

Lallie, Inc.
P.O. Box 6400
101 Gibraltar St.
Annapolis, Md. 21401

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, MD 21801

3. This Financing Statement covers the following types (or items) of property: Two Model 8820 A.B. Dick Offset Presses with chute delivery systems and Model # 1-3628 clean-up attachments: One Heidelberg 10X15 Windmill letterpress: All of debtors inventory, accounts receivables and equipment now owned or hereafter acquired, together with all cash and non-cash proceeds and products.

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

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on the principal amount of \$ 24,000.00
- (If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)
The above-described crops are growing or to be grown on:
 (If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)
The above-described goods are affixed or to be affixed to:
- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of Collateral are covered). Products of the collateral are also covered.

RECORD FEE 11.00
RECORD TAX 168.00
POSTAGE .50
#329430 0777 R03 713:52
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor(s)

Lallie, Inc.
by: Carl Farnham
President
Carl Farnham, Pres.

Secured Party:

Second National Federal Savings Bank
BY: T.J. Berger, R.V.P.
(Authorized Signature)
T.J. Berger, R.V.P.
(Type Name and Title)

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

DATED: March 21, 1989

REV. 2/84

11
160-
CS

539 419

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266245

RECORDED IN LIBER 508 FOLIO 497 ON February 18, 1987 (DATE)

1. DEBTOR

Name David C. & Joan A. Stockett

Address 5234 Solomons Island Road Lothian, Maryland 20711

2. SECURED PARTY

Name Signet Bank/Maryland (formerly Union Trust Company of Maryland)

Address P.O. Box 22497 Baltimore, Maryland 21203

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50

CHECK FORM OF STATEMENT

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

#521300 0177 R01 T15#16
04/05/89
H. ERLE SCHAFER
CIRCUIT COURT
CK
RECORD FEE 10.
POSTAGE .50
#404830 0237 R02 T1
03/2
H. ERLE SCHAFER
AA CO. CIRCUIT COUR

SIGNET BANK/MARYLAND (formerly UNION TRUST COMPANY OF MARYLAND)

Dated 12-1-88

[Signature]
(Signature of Secured Party)

Fredrick L. Weizer
Type or Print Above Name on Above Line
Fredrick L. Weizer

STATE OF MARYLAND

BOOK 539 FINANCING STATEMENT FORM UCC-1

Identifying File No. 276825

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

If transaction or transactions wholly or partially subject to 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 CYCLE CITY CORP. dba MARC'S HONDA, CAGIVA, DUCATI, HUSQVARNA
Address 22 HAMMONDS LANE, BALTIMORE, MD 21225

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address 4401 BLAND RD, SUITE 200, RALEIGH, NC 27609

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

3. Maturity date of obligation (if any) NONE

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

SEE EXHIBIT B

Name and address of Assignee RECORD FEE 12.00
POSTAGE .50
04/05/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Marc Seidler
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Dwight Ange
Type or Print Above Signature on Above Line

FINANCING STATEMENTDebtor (Dealer): CYCLE CITY CORP. D/B/A MARC'S HONDA, CAGIVA, DUCATI, HUSOVARNAAddress: 22 HAMMONDS LANE, BALTIMORE, MD 21225Secured Party: JOHN DEERE COMPANYAddress: 4401 BLAND ROAD, SUITE 200, RALEIGH, NC 27609

This Financing Statement covers the following types of property:

1. Inventory (including in each case items acquired after the date of this Statement) consisting of:
 - a. New and used outdoor powered and non-powered and equipment of all kinds suitable for recreational, agricultural, or commercial use or for use in the development and maintenance of drive and walkways, lawns, gardens, parks, farmland, construction sites and the like, including but not limited to mowing, snow removal, sweeping, lawn care, trimming, soil preparation, seeding, cultivation, harvesting, earthmoving, tree cutting, digging, materials handling, and gardening, which have been sold to Debtor or financed for Debtor by Secured Party.
 - b. Implements, accessories, attachments, components, and repair and replacement part usable with or in any of the above.
 - c. Clothing and clothing accessories which have been sold to Debtor or financed for Debtor by Secured Party.
2. Accounts, insurance proceeds, or contract rights owed to the Debtor by any company affiliated with Secured Party or engaged in the business of distributing John Deere products.
3. Proceeds of the above collateral are also covered.

By [Signature]Title Pres

Secured Party:

JOHN DEERE COMPANY

By [Signature]

276909

BOOK 539 PAGE 422

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) Edward C. Arnold, Jr. 1013 Cape Splitt Harbour Pasadena, MD 21122		2. Secured Party(ies) and address(es) TBC Financial Services, Inc. 103 Springer Bldg., Concord Plaza 3411 Silverside Blvd. Wilmington, DE 19810	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All of Debtor's right, title and interest to certain Distribution Rights (the exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale and Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia, Pennsylvania, which rights are located primarily in the County of Anne Arundel. Not subject to recordation tax			5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 POSTAGE .50 #527510 DT?? R01 715#15 CK 04/05/89
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with:	
<input 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 type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:			

By: Edward C. Arnold, Jr. Signature(s) of Debtor(s) Title _____

By: [Signature] Signature(s) of Secured Party(ies) Title Asst. Treas.

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

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

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	
Date &	
Hour	

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

File Number of original Financing Statement

Date of Filing August 1, 1986

Record Reference

Book 501, Page 299

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
DiDonato, Incorporated	Route 1, Box 151-e	Queenstown	Maryland	

Name of Secured Party or assignee	No.	Street	City	State
Maryland National Bank	10 Light Street	Baltimore	Maryland	

CHECK APPLICABLE STATEMENT

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

RETURN TO:

RECORD FEE 10.00
POSTAGE .50
#412290 C237 R02 T15:08
04/05/89

GA H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

MARYLAND NATIONAL BANK (Seal)

(Corporate, Trade or Firm Name)

[Handwritten Signature]

Signature of Secured Party or Assignee

(Type or print name under signature)

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

10 280

DIC06.3

FINANCING STATEMENT

1. ___ To Be Recorded in the Land Records.
 2. ___ 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. Debtor(s) Name(s) Address(es)
 Crescent Financial, Inc. 1623 Forest Drive
 Suite 201
 Annapolis, MD 21401

6. Secured Party Address
 First Annapolis 2024 West Street
 Savings Bank, FSB Annapolis, MD 21401

7. This Financing Statement covers and Debtor(s) hereby grant(s) to the Secured Party a security interest in the property described in Schedule A hereto, which is incorporated herein by reference, and all proceeds and products thereof.

Debtor:

Crescent Financial, Inc.

By: David F. Varel

David F. Varel, Senior Vice President
 Name and Title of Authorized Signatory

RECORD FEE CK 11.00
 POSTAGE .50
 #412350 C237 R02 T15:18
 04/05/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Mr. Clerk: Please return to Steven B. Preller, Esq., Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

SCHEDULE A

Debtor: Crescent Financial, Inc.

Secured Party: First Annapolis
Savings Bank, FSB

1. This Schedule A is incorporated in the attached Financing Statement and covers all the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the following types (or items) of property:

All accounts, contract rights, instruments, documents, general intangibles, money, deposit accounts, certificates of deposit, chattel paper, and uncertificated securities consisting of, arising from, or relating to any manufactured housing contracts assigned or transferred to the Debtor pursuant to loans made by the Debtor to any person in connection therewith, and the hazard insurance policies with respect to such manufactured housing contracts, and all distributions with respect thereto.

2. All accounts, contract rights, general intangibles, chattel paper, documents, instruments, uncertificated securities, and other rights arising from or by virtue of the disposition of, or collections with respect to, or insurance proceeds payable with respect to, or claims against other persons with respect to, all or any part of the collateral described in (1) above (including any accrued discount realized on liquidation of any investment purchased at a discount).
3. All cash and non-cash proceeds of the collateral described in (1) and (2) above.

To be filed among the:

- Financing Statement records of the Maryland SDAT
- ✓ Financing Statement records of Anne Arundel County, Md.

FINANCING STATEMENT (MARYLAND)

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. Name and Address of Debtors:

DEL TUFO ROOFING SERVICE, INC.
1095 Cedar Ridge Court
Annapolis, Maryland 21043

EDWARD GERALD DEL TUFO
1095 Cedar Ridge Court
Annapolis, Maryland 21043

DONALD A. MUELLER and SUSANNE MUELLER
Box 309
Stockton, New Jersey 08554

STEPHAN CHANDO, JR. and REBECCA H. CHANDO
1122 Westbury Drive
Bethlehem, Pennsylvania 18017

MUELLER ROOFING SERVICE, INC.
P.O. Box 823
Phillipsburg, New Jersey 08865

RECORD FEE 27.00
POSTAGE .50
CK #412920 0237 R02 T08:3
04/06/85
H. ERLE SCHAFER
AA CO. CLERK

2. Name and Address of Secured Party:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Fidelity Building
Charles & Lexington Streets
Baltimore, MD. 21203

3. This Financing Statement covers the following:

Agreement of Indemnity dated March 22, 1985 by and between Fidelity and Deposit Company of Maryland, Del Tufo Roofing Service, Inc., Edward Gerald Del Tufo, Donald A. Mueller and Susanne Mueller, Stephen Chando, Jr. and Rebecca H. Chando and Mueller Roofing Service, Inc., a copy of which is attached hereto as Exhibit A.

- 4. This transaction is not presently subject to recordation tax.
- 5. An original of this Financing Statement has been filed this date with the Uniform Commercial Code records of Anne Arundel County, Maryland.

DEBTORS:

FOR ORIGINAL SIGNATURES, SEE
EXHIBIT A ATTACHED HERETO.

To Filing Officer: After the Financing Statement has been recorded, please return to:

Helen S. Safranek, Paralegal
Whiteford, Taylor & Preston
7 St. Paul Street, Suite 1400
Baltimore, Maryland 21202-1626

27⁰⁰/₅₀

"Original":
Agreement of Indemnity

EXHIBIT A
BOOK 533 PAGE 427

1 THIS AGREEMENT of Indemnity, made and entered into this 22nd day of
2 March, 1985, by Del Tufo Roofing Service, Inc., 1095 Cedar
3 Ridge Court, Annapolis, Maryland 21403 (Insert full name and address of Contractor)
4 Edward Gerald Del Tufo, 1095 Cedar Ridge Court, Annapolis, MD 21403, Donald A. Mueller
and Susanne Mueller, H/W, Box 309, Stockton, NJ 08554, Stephen Chando, Jr., and
5 Rebecca H. Chando, H/W, 1122 Westbury Drive, Bethlehem, Pa., 18017,
Mueller Roofing Service, Inc., P.O. Box 823 (hereinafter called the Indemnitors, if any) and
6 Phillipsburg, N.J. 08865
7 FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Fidelity Building, Charles and Lexington Streets, Baltimore,
Maryland 21203, its successors and assigns (hereinafter called Surety).

WITNESSETH:

8 WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations generally, whether
9 in its own name solely or as co-adventurer with others, may desire or be required to give or procure certain surety
10 bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute from time to time the same
11 or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions,
12 any one or more of which are hereinafter called Bonds; or the Contractor or Indemnitors may request the Surety
13 to refrain from cancelling said Bonds; and

14 WHEREAS, at the request of the Contractor and the Indemnitors and upon the express understanding that this
15 Agreement of Indemnity be given, the Surety has executed or procured to be executed, and may from time to time
16 hereafter execute or procure to be executed, said Bonds on behalf of the Contractor; and

17 WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bonds
18 or in the Surety's refraining from cancelling said Bonds.

19 NOW, THEREFORE, in consideration of the premises the Contractor and Indemnitors for themselves, their heirs,
20 executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety,
21 as follows:

PREMIUMS

22 FIRST: The Contractor and Indemnitors will pay to the Surety in such manner as may be agreed upon all premi-
23 ums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise
24 agreed upon, until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or
25 release from the Bonds and all liability by reason thereof.

INDEMNITY

26 SECOND: The Contractor and Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and
27 against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to,
28 interest, court costs and counsel fees) and from and against any and all such losses and/or expenses which the Surety
29 may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By reason of
30 the failure of the Contractor or Indemnitors to perform or comply with the covenants and conditions of this Agree-
31 ment or (3) In enforcing any of the covenants and conditions of this Agreement. Payment by reason of the aforesaid
32 causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or is asserted against
33 the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall be equal to the
34 amount of the reserve set by the Surety. In the event of any payment by the Surety the Contractor and Indemnitors
35 further agree that in any accounting between the Surety and the Contractor, or between the Surety and the Indemni-
36 tors, or either or both of them, the Surety shall be entitled to charge for any and all disbursements made by it in good
37 faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the
38 sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not
39 such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made
40 by the Surety shall be *prima facie* evidence of the fact and amount of the liability to the Surety.

ASSIGNMENT

41 THIRD: The Contractor, the Indemnitors hereby consenting, will assign, transfer and set over, and does hereby
42 assign, transfer and set over to the Surety, as collateral, to secure the obligations in any and all of the paragraphs
43 of this Agreement and any other indebtedness and liabilities of the Contractor to the Surety, whether heretofore or
44 hereafter incurred, the assignment in the case of each contract to become effective as of the date of the bond covering
45 such contract, but only in the event of (1) any abandonment, forfeiture or breach of any contracts referred to in the
46 Bonds or of any breach of any said Bonds; or (2) of any breach of the provisions of any of the paragraphs of this
47 Agreement; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment
48 by the Contractor for the benefit of creditors, or of the appointment, or of any application for the appointment, of a
49 receiver or trustee for the Contractor whether insolvent or not; or (5) of any proceeding which deprives the Contractor
50 of the use of any of the machinery, equipment, plant, tools or material referred to in section (b) of this paragraph; or
51 (6) of the Contractor's dying, absconding, disappearing, incompetency, being convicted of a felony, or imprisoned if
52 the Contractor be an individual: (a) All the rights of the Contractor in, and growing in any manner out of, all con-
53 tracts referred to in the Bonds, or in, or growing in any manner out of the Bonds; (b) All the rights, title and interest
54 of the Contractor in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be,
55 about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including
56 materials purchased for or chargeable to any and all contracts referred to in the bonds, materials which may be in
57 process of construction, in storage elsewhere, or in transportation to any and all of said sites; (c) All the rights, title
58 and interest of the Contractor in and to all subcontracts let or to be let in connection with any and all contracts
59 referred to in the Bonds, and in and to all surety bonds supporting such subcontracts; (d) All actions, causes of actions,
60 claims and demands whatsoever which the Contractor may have or acquire against any subcontractor, laborer or
61 materialman, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools
62 or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and against
63 any surety or sureties of any subcontractor, laborer, or materialman; (e) Any and all percentages retained and any
64 and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bonds
65 and all other contracts whether bonded or not in which the Contractor has an interest.

230 4752

TRUST FUND

66 **FOURTH:** If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits
 67 the assignment of the contract price, or any part thereof, the Contractor and Indemnitors covenant and agree that
 68 all payments received for or on account of said contract shall be held as a trust fund in which the Surety has an
 69 interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and
 70 services furnished in the prosecution of the work provided in said contract or any authorized extension or modification
 71 thereof; and, further, it is expressly understood and declared that all monies due and to become due under any con-
 72 tract or contracts covered by the Bonds are trust funds, whether in the possession of the Contractor or Indemnitors
 73 or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract or
 74 contracts for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit
 75 of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration
 76 shall also constitute notice of such trust.

UNIFORM COMMERCIAL CODE

77 **FIFTH:** That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement,
 78 both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in
 79 effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety
 80 under this Agreement or under law, or in equity.

TAKEOVER

81 **SIXTH:** In the event of any breach or default asserted by the obligee in any said Bonds, or the Contractor has
 82 abandoned the work on or forfeited any contract or contracts covered by any said Bonds, or has failed to pay obliga-
 83 tions incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction for a
 84 felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver
 85 or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of
 86 creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National
 87 Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under
 88 said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or
 89 territory of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby au-
 90 thorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agree-
 91 ment, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and
 92 at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same, and the
 93 Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

CHANGES

94 **SEVENTH:** The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors to assent
 95 to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general con-
 96 ditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in the
 97 time for the completion of said contracts and to payments or advances thereunder before the same may be due, and to
 98 assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, exten-
 99 sions or renewals of the Bonds and to execute any substitute or substitutes therefor, with the same or different
 100 conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood
 101 and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent
 102 by the Surety does or might substantially increase the liability of said Indemnitors.

ADVANCES

103 **EIGHTH:** The Surety is authorized and empowered to guarantee loans, to advance or lend to the Contractor any
 104 money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the Bonds;
 105 and all money expended in the completion of any such contracts by the Surety, or lent or advanced from time to time
 106 to the Contractor, or guaranteed by the Surety for the purposes of any such contracts, and all costs, and expenses
 107 incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the Surety when due,
 108 shall be presumed to be a loss by the Surety for which the Contractor and the Indemnitors shall be responsible,
 109 notwithstanding that said money or any part thereof should not be so used by the Contractor.

BOOKS AND RECORDS

110 **NINTH:** At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated,
 111 the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor and In-
 112 demnitors; and any bank depository, materialman, supply house, or other person, firm, or corporation when requested
 113 by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the
 114 status of the work under contracts being performed by the Contractor, the condition of the performance of such
 115 contracts and payments of accounts.

DECLINE EXECUTION

116 **TENTH:** Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the
 117 Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this
 118 Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute any
 119 and all of the bonds that may be required in connection with any award that may be made under the proposal for
 120 which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability that may arise
 121 by reason of having executed the Bid or Proposal Bond.

NOTICE OF EXECUTION

122 **ELEVENTH:** The Indemnitors hereby waive notice of the execution of said Bonds and of the acceptance of this
 123 Agreement, and the Contractor and the Indemnitors hereby waive all notice of any default, or any other act or acts
 124 giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds,
 125 and any and all liability on their part hereunder, to the end and effect that, the Contractor and the Indemnitors shall
 126 be and continue liable hereunder, notwithstanding any notice of any kind to which they might have been or be
 127 entitled, and notwithstanding any defenses they might have been entitled to make.

HOMESTEAD

128 **TWELFTH:** The Contractor and the Indemnitors hereby waive, so far as their respective obligations under this
 129 Agreement are concerned, all rights to claim any of their property including their respective homesteads, as exempt
 130 from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

SETTLEMENTS

131 **THIRTEENTH:** The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judg-
 132 ment upon the Bonds, unless the Contractor and the Indemnitors shall request the Surety to litigate such claim or
 133 demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of
 134 such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment
 135 or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those
 136 of the Surety.

SURETIES

137 FOURTEENTH: In the event the Surety procures the execution of the Bonds by other sureties, or executes the
138 Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and con-
139 ditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their
140 interests may appear.

SUITS

141 FIFTEENTH: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the
142 recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other
143 causes of action, whether theretofore or thereafter arising.

OTHER INDEMNITY

144 SIXTEENTH: That the Contractor and the Indemnitors shall continue to remain bound under the terms of this
145 Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or
146 knowledge of the Contractor and the Indemnitors, accepted or released other agreements of indemnity or collateral
147 in connection with the execution or procurement of said Bonds, from the Contractor or Indemnitors or others, it
148 being expressly understood and agreed by the Contractor and the Indemnitors that any and all other rights which
149 the Surety may have or acquire against the Contractor and the Indemnitors and/or others under any such other or
150 additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the
151 Surety under this Agreement.

INVALIDITY

152 SEVENTEENTH: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the
153 execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall
154 not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the
155 same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent
156 as if such failure, defect or invalidity had not existed. It is understood and agreed by the Contractor and Indemnitors
157 that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not
158 in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Contractor
159 and Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

ATTORNEY IN FACT

160 EIGHTEENTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate
161 the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Con-
162 tractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the
163 Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or
164 papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning
165 of the within assignments, but also to the full protection intended to be herein given to the Surety under all other
166 provisions of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken
167 and done by the Surety as such attorney-in fact.

TERMINATION

168 NINETEENTH: This Agreement may be terminated by the Contractor or Indemnitors upon twenty days' written
169 notice sent by registered mail to the Surety at its home office at Fidelity Building, Charles and Lexington Streets,
170 Baltimore, Maryland 21203, but any such notice of termination shall not operate to modify, bar, or discharge the
171 Contractor or the Indemnitors as to the Bonds that may have been theretofore executed.

172 TWENTIETH: This Agreement may not be changed or modified orally. No change or modification shall be effective
173 unless made by written endorsement executed to form a part hereof.

174 TWENTY-FIRST:
175
176

177 IN WITNESS WHEREOF, we have signed and sealed the day and year first above written.

ATTEST OR WITNESS:

Del Tufo Roofing Service, Inc.

(Full Name and Address of Contractor)

1095 Cedar Ridge Court, Annapolis, MD 21403

Stephen Chando, Jr. Sect./Treas.

By: Edward Gerald Del Tufo, President (SEAL)
Edward Gerald Del Tufo President

INDEMNITORS:

X Sandra S. O'Hare witness

X Edward Gerald Del Tufo (SEAL)
Edward Gerald Del Tufo Address of Indemnitor

X Ellen Moskella witness

X Donald A. Mueller (SEAL)
Donald A. Mueller

X Ellen Moskella witness

X Susanne Mueller (SEAL)
Susanne Mueller Name and Address of Indemnitor

X Sandra S. O'Hare witness

X Stephen Chando, Jr. (SEAL)
Stephen Chando, Jr.

X Sandra S. O'Hare witness

X Rebecca H. Chando (SEAL)
Rebecca H. Chando Name and Address of Indemnitor

Mueller Roofing Service, Inc.

X Thomas D. Moskella Sect./Treas.

By: Stephen Chando, Jr. (SEAL)
Stephen Chando, Jr. President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Surety)

Assistant Secretary

By: Friend R. Nagle, Vice-President (SEAL)
Friend R. Nagle, Vice-President

C. Wayman, Jr., Assistant Secretary

For Acknowledgement of Contractor's Signature

INDIVIDUAL ACKNOWLEDGMENT

539-430

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____, before me, the subscriber, personally appeared _____ to me personally known, and known by me to be the person _____ described in, and who executed, the foregoing instrument and acknowledged same to be _____ act and deed.

My Commission Expires _____ (Notary Public)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____, before me personally appeared _____ a member of the co-partnership of _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

My Commission Expires _____ (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF New Jersey }
COUNTY OF Warren } ss:

On this 22nd day of March, 1985, before me, the subscriber, personally appeared Edward Gerald Del Tufo to me personally known, who, being duly sworn, did depose and say that he resides in the city of Annapolis, that he is the _____ President of Del Tufo Roofing Service, Inc. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with Stephen Chando, Jr. and knows that he is the _____ Secretary of said corporation and that he subscribed his name to the within instrument by a like order of the said Board of Directors.

My Commission Expires 11/2/86 Sandra S. O'Hare (Notary Public)

please notarize

For Acknowledgement of Indemnitors' Signatures

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New Jersey }
COUNTY OF Warren } ss:

On this 22nd day of March, 1985, before me, the subscriber, personally appeared Edward Gerald Del Tufo, Donald A. Mueller and Susanne Mueller H/W to me personally known, and known by me to be the persons _____ described in, and who executed, the foregoing instrument and acknowledged same to be their act and deed.

My Commission Expires 11/2/86 Sandra S. O'Hare (Notary Public)

please notarize

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New Jersey }
COUNTY OF Warren } ss:

On this 22nd day of March, 1985, before me, the subscriber, personally appeared Stephen Chando, Jr. and Rebecca H. Chando, H/W to me personally known, and known by me to be the persons _____ described in, and who executed, the foregoing instrument and acknowledged same to be their act and deed.

My Commission Expires 11/2/86 Sandra S. O'Hare (Notary Public)

please notarize

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____, before me personally appeared _____ a member of the co-partnership of _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

My Commission Expires _____ (Notary Public)

CORPORATE ACKNOWLEDGMENT

STATE OF New Jersey }
COUNTY OF Warren } ss:

On this 22nd day of March, 1985, before me, the subscriber, personally appeared Stephen Chando, Jr. to me personally known, who, being duly sworn, did depose and say that he resides in the city of Bethlehem, that he is the _____ President of Mueller Roofing Service, Inc. the corporation described in, and which executed, the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the deponent further said that he is acquainted with Thomas D. Moskella and knows that he is the _____ Secretary of said corporation and that he subscribed his name to the within instrument by like order of the said Board of Directors.

My Commission Expires 11/2/86 Sandra S. O'Hare (Notary Public)

please notarize

276823

539 431

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. 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): Credit Collection Bureau Corporation Address(es): 700 Evelyn Avenue, Suite 200
Linthicum, Maryland 21240

6. Secured Party: Maryland National Bank Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Attention: Lisa Edwards Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Credit Collection Bureau Corporation Secured Party: Maryland National Bank

By: Harold J. Johnson, Jr. (Seal)
Type name and title if any
Harold J. Johnson, Jr., President

By: Pamela M. Fertitta (Seal)
Type name and title
Pamela M. Fertitta, Assistant Vice President

By: Christopher G. Wunder (Seal)
Type name and title if any
Christopher G. Wunder, Vice President

[Handwritten initials]

[Handwritten initials]

RECORD FEE 11.00
POSTAGE .50
R01 7:11:08
04/06/89
SCHAFER
COURT
CK

276829

539 432

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 110,000.00. 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): T.L.B. Associates, Inc. Address(es): 2124 Priest Bridge Drive #14 Crofton, Maryland 21114

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department: Crofton
 Post Office Box 987, Mailstop 500504
 Attention: Faye Hughes 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, ~~seized~~ as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: T.L.B. Associates, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
 Type name and title, if any
Thomas L. Brown, President

By: [Signature] (Seal)

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

M. Faye Hughes, Asst. Vice Pres.
 Type name and title

MARYLAND NATIONAL BANK

RECORD FEE 11.00
 770.00
 CK .50
 04/05/89
 SCHAFFER
 SCHAFFER
 SCHAFFER

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated March 20, 1989, and executed by T.L.B. Associates, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

1988 Mobile B-57 Drill Rig serial # 88131

1980 Gemco GT-300 serial # 3128

1987 Mobile Model B-24 serial # 625673

GRANTOR/DEBTOR

By: T.L.B. Associates, Inc. (SEAL)

Name: *Thomas L. Brown*

Title: President

GRANTOR/DEBTOR

By: _____ (SEAL)

Name: _____

Title: _____

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

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

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 248885 recorded in Liber 465, Folio 374 on 9/6/83 at Anne Arundel County
Date Location

1. DEBTOR(S): Hyde Park Annapolis Haberdashery, Inc.
ADDRESS(ES): 110 Dock Street
Annapolis, Maryland 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Lisa Edwards
ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

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

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

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
a. Not subject to Recordation Tax.
b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change Address to:
#8 Dock Street
Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50

RECORDED 03-5 R01 T11:10
04/06/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

Hyde Park Annapolis Haberdashery, Inc.

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

BY: Donald Griffin, President (SEAL)

BY: _____ (SEAL)

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

SECURED PARTY: Maryland National Bank

BY: Timothy J. Murphy (SEAL)

Timothy J. Murphy, Commercial Banking Officer
(Type Name and Title)

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

207-126 REV 4 86

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

276830

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 85,000.00. 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): Tektron Micro Electronics, Inc. Address(es): 7483 A Candlewood Road
Hanover, Maryland 21076-3102

6. Secured Party: Maryland National Bank Address: Department: AARU
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Tektron Micro Electronics, Inc.

Secured Party: Maryland National Bank

By: Stanley Schneider, President (Seal)
 Type name and title, if any

By: Pamela Mitsos Fertitta (Seal)

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

Pamela Mitsos Fertitta, Assistant Vice President
 Type name and title

11.00
 575.00
 .50
 04/06/89
 SCHAFFER
 COURT
 CK

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

BOOK 539 PAGE 436

SCHEDULE A

This is the Schedule A to:

- a deed of trust
an indemnity deed of trust
a security agreement
[X] a financing statement

dated March 21, 1989, and executed by Tektron Micro Electronics, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

1-Viteq LAN386, 750 VA UPS System, 1-Novell Compat. cable, 1-Teac 1.2 Meg floppy drive, 1-Teac 360K Floppy drive, 1-Advanced floppy disk controller, PC, 1-Northgate Omni Key/102, 1-Work Perfect 5.0 Network Version, 1-Work Perfect 5.0 Network Node Packs, 1-Mountain 40 Meg internal tape drive, 2- tape cartridge, 5-80287-8 math coprocessor chip, 6-512K RAM upgrade for AST workstation, 2-2 Meg RAM upgrade for AST workstation, 1-AST Premium workstation 145X, 1-Laplink Plus software, 10 Word Perfect 5.0, 10- AST Premium 286 Workstation 125X, AST P/N 500576-013, Serial #'s US0025802-WS, US0025808-WS, US0025806-WS, US0025795-WS, US0025801-WS, US0025807-WS, US0025794-WS, US0025805-WS, US0025814-WS, US0025782-WS, 1-1 Meg Ram for AST Premium 286 Mod.80, 3-1 Meg RAM for AST Premium 386, 2-512K RAM upgrade Kit, 1 1.44 MB 3.5" floppy disk drive, Teac., 5-PB1418F Amber TTL monochrome monitor, Serial #'s AONO7075, AONO7085, AONO7087, AONO7074, AONO7084, 1-OTC model 850XL-P100 printer, Serial #53312, 1-4-way printer switch, 1-AST Premium 386 model 300 computer, Serial #US0010135, 1-Priam ID-160 ESDI drive/controller, Serial #41223, 2-mono/graphics board, 1-AST Premium 286 model 80 computer, Serial #TW0040854, 1-Seagate ST251-1 40 meg drive, Serial #30196796, 1-512K RAM upgrade, 1-Teac 1.44 Meg floppy drive, Serial#435692, 1-Network Kit, 1-Delteck Government Contractor PC/LAN Software Series & Query Writer, SAM 24 CRF Filter, Serial#142829, SAM 22 NCR Filter, Serial #32477, SAM 22 NCR Filter, Serial #32481, Filter Model #M1100, Serial #89-0001, SAM 22 NCR Filter, #6889, SAM 24 CRF Filter, #6890, SAM 24 CRF Filter #6891, SAM 24 CRF Filter, #6892.

GRANTOR/DEBTOR
By: Stanley Schneider President (SEAL)
Name: Stanley Schneider, President
Title:

GRANTOR/DEBTOR
By: (SEAL)
Name:
Title:

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at AA 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): Passport Yachts East, Inc. Address(es): 326 1st Street
Annapolis, Maryland 21403

6. Secured Party: Maryland National Bank Address: 7178 Columbia Gateway Drive
 Attention: Anjana Singh Columbia, Maryland 21045
M/S 090159
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Passport Yachts East, Inc.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
 Type name and title, if any
Thomas R. Wagner, President

By: [Signature] (Seal)

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

Robin J. Cottmeyer - VP
 Type name and title



MARYLAND NATIONAL BANK

RECORDATION FEE 11.00
 POSTAGE .50
 RECORDATION CASE #01 T12107
 04/05/89
 SCHAFER
 MD CO. CIRCUIT COURT
 CK

539 438

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4-82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 273119 recorded in
Liber 527, Folio 457 on 6/3/88 at Anne Arundel County, Maryland

1. DEBTOR(S):
Name(s) Autorama Sales, Inc. d/b/a Feltman Powerboats
Address(es) 2820 Solomons Island Road, Edgewater, Maryland 21037

2. SECURED PARTY:
Name Maryland National Bank
Address 7178 Columbia Gateway Drive, Columbia, Maryland 21045
Maryland National Bank, P.O. Box 17068, Baltimore, Md. 21203
Person and Address to whom Statement is to be returned if different from above.
Attn: Anjana Singh, M/S 090159

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

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Additional Address of debtor:
Liberty Yacht Club
64 Old South River Road, Edgewater, Maryland 21037

RECORD FEE 10.00
POSTAGE .50
RECORDED CLASS ROOM 112108
CK 4/06/89
H. ERIC SCHAFER
CIRCUIT COURT

9. SIGNATURES.
Autorama Sales, Inc. d/b/a Feltman Powerboats SECURED PARTY
Ralph L. Feltman, Jr. President
Maryland National Bank
 By Anjana Singh
Anjana Singh Retail Finance officer
 (Type, Name and Title)

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

276832

TO BE RECORDED AMONG THE
FINANCING RECORDS
OF ANNE ARUNDEL COUNTY

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 440,000.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT FOR Anne Arundel Co.

FINANCING STATEMENT

1. Debtor(s)
QUINN HOMES, INC.
P.O. Box 387
Stevensville, Maryland 21666

2. Secured Party
KEY FEDERAL SAVINGS BANK
7F GWYNNS HILL COURT, OWINGS HILLS, MARYLAND, 21117

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

RECORD FEE 11.00
POSTAGE .50
#413400 0237 R02 T13:25
04/06/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

QUINN HOMES, INC.

KEY FEDERAL SAVINGS BANK

BY

Kevin B. Quinn
Kevin B. Quinn, President

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

11-50

HTO

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect to or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described in ~~Exhibit A attached hereto as XXXXXXXXXXXXXXXX~~ as:

Lots numbered 5, 6, 7, 8, 9 as shown on Plat entitled Towering Oaks which said Plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 99, folio 34.

276833

539 441

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY

RECORD FEE 29.00
POSTAGE .50
#414420 C237 R02 T10:52
04/07/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

1. NAME AND ADDRESS OF DEBTOR: Burlington Commerce Park, Inc.
c/o BTR Realty, Inc.
1302 Concourse Drive
Suite 202
Linthicum, Maryland 21090
Attn: F. Patrick Hughes, V.P.

2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of
Maryland
110 South Paca Street
Baltimore, Maryland 21201
Attn: Commercial Real Estate
Division 109-900

3. This Financing Statement covers all right, title and
interest of the Debtor in and to the following types (or items)
of property:

(a) All personal property of any kind or nature
whatsoever, whether tangible or intangible and whether now owned
or hereafter acquired, which is used in the construction of, or
is placed upon, or is derived from or used in connection with
the maintenance, use, occupancy or enjoyment of, the Property
(hereinafter defined), including, without limitation, (i) all
building materials, fixtures, equipment and other tangible
personal property of every kind and nature whatsoever (other
than consumable goods, and trade fixtures or other personal
property owned by tenants occupying the Property), (ii) any
franchise or license agreements and management agreements
entered into with respect to the Property or the business
conducted therein (provided all of such agreements shall be
subordinate to the Deed of Trust (hereinafter defined), and the
Secured Party shall have no responsibility for the performance
of the Debtor's obligations thereunder), and (iii) all plans and
specifications, contracts and subcontracts for the construction
or repair of the Property, sewer and water taps, allocations and

29⁰⁰

agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Patricia A. Brian and Anna M. Marcellino, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) 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 now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

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

6. The record owner of the Land is the Debtor.

DEBTOR:

BURLINGTON COMMERCE PARK

By: _____

F. Patrick Hughes
Its Vice President



Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

Exhibit A

BOOK 539 PAGE 444

BURLINGTON COMMERCE PARK
BTR 8800

LEGAL BOUNDARY DESCRIPTION

That certain tract of land, situate, lying and being in Burlington Township, Alamance County, North Carolina. Being bound on the north by Interstate 85, the east by The Burlington East Motel, Hanford Road, NC Highway 49 and Anthony Road, the south by Neeses Sausage and Michael Becker and the west by Burlington Industries, more particularly described as follows:

BEGINNING at an existing iron pipe on the western right-of-way of N.C. Highway 49, the southeast corner of Lot #5 as shown on a map of Patterson-Tucker Subdivision recorded in Plat Book 35 at page 4.

Thence along and with the western right of way of N.C. Highway 49, said right-of-way being 30' from the centerline of the road, S37 32'42"W 178.59 feet to the intersection with the western right of way of S.R. 1148 (Anthony Road) thence along and with the western right of way of S.R. 1148 and 30' from the centerline, S46 58'15"W 877.44 feet to an existing iron pipe, the corner with Neeses Sausage lands, thence along and with the property line of Neeses Sausage N61 11'28"W 668.22 feet to an existing iron pipe, thence S37 33'16"W 269.23 feet to a point in the centerline of Little Alamance Creek passing through an existing iron pipe 12.93 feet from said point, thence along and with the centerline of Little Alamance Creek as it meanders, the following courses and distances,

North 77 03'04"	West,	136.44	feet to a point; thence,
North 43 01'33"	West,	222.67	feet to a point; thence,
North 63 33'43"	West,	283.04	feet to a point; thence,
North 50 22'56"	West,	98.73	feet to a point; thence,
North 71 14'17"	West,	140.75	feet to a point; thence,
North 59 35'42"	West,	46.86	feet to a point; thence,
North 23 25'11"	West,	43.70	feet to a point; thence,
North 07 46'55"	East,	42.84	feet to a point; thence,
North 49 25'45"	East,	79.81	feet to a point; thence,
North 51 36'41"	East,	123.01	feet to a point; thence,
North 74 11'03"	East,	89.35	feet to a point; thence,
North 43 30'43"	East,	50.02	feet to a point; thence,
North 19 03'57"	East,	28.87	feet to a point; thence,
North 01 55'04"	West,	303.28	feet to a point; thence,
North 38 53'20"	West,	136.54	feet to a point; thence,
North 01 15'38"	East,	121.92	feet to a point; thence,
North 30 49'08"	East,	268.63	feet to a point; thence,
North 30 26'12"	East,	244.86	feet to a point; thence,
North 31 19'11"	East,	54.54	feet to a point; thence,
North 24 59'24"	East,	13.73	feet to a point; thence,
South 70 03'13"	East,	36.22	feet to a point; thence,
South 34 10'23"	East,	75.76	feet to a point; thence,
South 43 52'12"	East,	99.27	feet to a point; thence,
South 22 07'23"	East,	67.99	feet to a point; thence,
South 16 27'31"	East,	44.73	feet to a point; thence,
South 80 21'39"	East,	57.08	feet to a point; thence,
North 67 51'33"	East,	62.38	feet to a point; thence,
North 81 03'31"	East,	130.80	feet to a point; thence,
North 52 34'55"	East,	28.69	feet to a point; thence,
North 27 24'55"	East,	30.45	feet to a point; thence,
North 19 44'15"	West,	69.67	feet to a point; thence,
North 09 24'03"	West,	78.00	feet to a point; thence,
North 11 26'26"	East,	114.27	feet to a point in the inter-

section with the southern right-of-way of Interstate 85, thence along and with the southern right-of-way of I-85 S78 29'43"E 374.80 to an existing right-of-way monument, thence continuing along said right-of-way S77 55'57"E 514.97 feet to the western property line of The Burlington East Motel lands, being Lot #7 as shown on Plat Book 35 at Page 4, thence along the western property line of said Lot #7 S09 12'50"W 530.56 feet to a point on the northern right-of-way of Hanford Road, thence along and with the northern right-of-way of Hanford Road, S80 47'10"E 178.77 feet to a point of curvature, thence 61.33 feet along the arc of a simple curve to the right having a radius of 509.87' and a chord bearing of S77 20'25"E and chord distance of 61.29 feet to the corner of Lot #7 and Lot #3 of the above referenced plat, thence S16 06'21"W 60.00 feet to the southern right-of-way of Hanford Road to a new point; thence 142.19 feet along the arc of a simple curve to the right having a radius of 449.87' and a chord bearing of S64 50'23"E and chord distance of 141.60 feet to the point of tangency, thence continuing with said right-of-way S55 47'06"E 202.62 feet to an existing iron pipe on the western line of Lot #5 as referenced above, thence with the western line of Lot #5, S34 06'07"W 174.81 feet to an existing iron pipe, thence S55 46'41"E 189.43 feet to the point and place of beginning, containing 65.003 acres and being Lots 4 and 6 and a portion of Hanford Road right-of-way.

As shown on a plat entitled "ALTA/ASCM Land Title Survey for Burlington Commerce Park, Inc." dated Revised March 15, 1989.

Said tract of land being subject to those easements and rights-of-way as shown on said plat and exceptions as listed in the Commitment for Title Insurance by Commonwealth Land Title Insurance Company, File No. A018183.

BEING and intending to describe Lots 4 and 6 and a portion of Hanford Road of Patterson-Tucker Subdivision as shown on Plats recorded in Plat Book 35, pages 4, 5 and 6.

TOGETHER with the benefit of a perpetual 60 foot wide pedestrian and vehicular ingress and egress easement over existing Hanford Road to and from the property hereby conveyed to and from NC Highway 49, including the right to dedicate said easement for public road and/or public utilities purposes, which said right is hereby assigned to Grantee.

Return to
COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

1890155

276834

539 448

4

To Be Recorded In The Land
Records And In The Chattel
Records Of Anne Arundel
County And In The Financing
Statement Records Of The
State Department Of
Assessments And Taxation.

Subject To Recording Tax On
Additional Principal Amount
Of \$39,000.00 Which Was Paid
To The Clerk Of The Circuit
Court Of Anne Arundel County
Upon The Filing Of A Fifth
Amendment To Deed Of Trust.

RECORD FEE 24.00
POSTAGE .50
#414620 0237 R02 T11:18
04/07/89

FINANCING STATEMENT
(Maryland-U.C.C.-1)

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. DEBTOR: GATEWAY INTERNATIONAL LIMITED
PARTNERSHIP
4646 Wilkens Avenue
Baltimore, Maryland 21229

2. SECURED PARTY: SIGNET BANK/MARYLAND
7 St. Paul Street, 4th Floor
Baltimore, Maryland 21202
Attn: Emily L. Wilkinson
Real Estate Finance Officer

3. This Financing Statement covers and the Debtor grants and
conveys to the Secured Party a security interest in and to
the following:

- a. All plant, equipment, apparatus, machinery, fittings,
appliances, furniture, furnishings, and fixtures, and
other chattels and personal property and replacements
thereof (exclusive of any inventory held for sale or
resale by the Debtor), now or at any time hereafter
affixed or attached to, incorporated in, placed upon,
or in any way used in connection with the current or
future utilization, enjoyment, occupation, or operation
of the below referred to real property (hereafter, the
"Real Property"), including by way of example and not
by way of limitation, all lighting, heating,
ventilating, air conditioning, incinerating,
sprinkling, laundry, lifting and plumbing fixtures and
equipment, water and power systems, loading and
unloading equipment, burglar alarms and security
systems, fire prevention and fire extinguishing systems
and equipment, engines, boilers, ranges, refrigerators,
stoves, furnaces, oil burners or units, communication
systems and equipment, dynamos, transformers, motors,

2400
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tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page(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:

GATEWAY INTERNATIONAL LIMITED
PARTNERSHIP (formerly known as
BW Limited Partnership),
A Maryland Limited Partnership

By: BTR Gateway, Inc.
(formerly known as
BTR Winterson, Inc.),
A Maryland Corporation,
General Partner

By: *F. Patrick Hughes* (SEAL)
F. Patrick Hughes,
Vice President

Date: March 9, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Beth Solley, Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (MAG) 07790

EXHIBIT "A"

All that lot of ground, BEING KNOWN AND DESIGNATED as Lot Nos. 3 and 4, as shown on Plat entitled "LOTS 3,4 AND REVISED LOT 2-R, GATEWAY INTERNATIONAL", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 104, pages 14 and 15.

539 of 453

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)

[]

3. Maturity Date (if any)

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

Phipps Buick, Inc.
1797 West Street
Annapolis, MD 21401

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

General Motors Acceptance Corporation
7310 Ritchie Highway
Glen Burnie, MD 21061

This statement refers to original Financing Statement No. 144348
Date Filed Feb. 3 19 64 Liber 1 Folio 4

RECORD FEE 10.00

POSTAGE CK .50

#530370 0777 R01 T11#04

For Filing Officer

(Date, Time, Number, and Filing Office) 4/09/89

4. Continuation - The original Financing Statement bearing file number shown above, is still effective.

5. Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.

6. 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. Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.

8. Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.

9. Automotive Dealerships (Includes Trucks): Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

Phipps Buick, Inc.

By: Wilson Phipps
Signature of Debtor(s) (Necessary only if Item 7 is applicable)

General Motors Acceptance Corporation

By: W. H. Hamill, Jr.
Signature(s) of Secured Party(ies) of Record

(1) Filing Officer Copy - Alphabetical

539 454

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)

3. Maturity Date (if any)

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

Wilkins Buick, Inc.
5913 Ritchie Highway
Glen Burnie, MD 21061

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

General Motors Acceptance Corp.
7310 Ritchie Highway
Glen Burnie, MD 21061

This statement refers to original Financing Statement No. 104112

Date Filed Sept. 15 1989 ID # 32158 Film 2052 Folio 391
Liber 54 Page 337

RECORD FEE 10.00

POSTAGE CK .50

#530380 0777 ROL 711:05

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

04/08/89

EMILE SCHAFER

4. Continuation - The original Financing Statement bearing file number shown above, is still effective.

5. Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.

6. 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. Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.

8. Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.

9. Automotive Dealerships (Includes Trucks): Motor vehicles, trailers and semi-trailers, and accessories; and the replacements parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

Wilkins Buick, Inc.

General Motors Acceptance Corporation

By:

MURRY WILKINS, President
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

By:

W. H. Hamill, Jr.
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) Filing Officer Copy - Alphabetical

GMAC UCC-3 12/82

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)

[]

3. Maturity Date (if any)

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

Rhode River Marina, Inc.
3932 Germantown Road
Edgewater, MD 21037

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

Provident Bank of Maryland
114 E. Lexington Street
Baltimore, MD 21202
Specialized Lending Department
Attn: Dennis Krugman

This statement refers to original Financing Statement No. 271590

Date Filed December 23 19 87
Liber 521 Folio 280

RECORD FEE 10.00
POSTAGE .50
#530390 0777 R01 T1110
04/08/88

CK

For Filing Officer
(Date, Time, Number, and Filing Office)
FILE SCHAFER
COURT

- 4. Continuation - The original Financing Statement bearing file number shown above, is still effective.
- 5. Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.
- 6. 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. Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.
- 8. Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.
- 9.

Rhode River Marina, Inc.

By:

[Signature]

SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

(1) Filing Officer Copy - Alphabetical

GMAC UCC-3 12/82

Provident Bank of Maryland

By:

[Signature]

SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

539 456

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) 3. Maturity Date (if any)

1. Debtor(s) (Last Name First) and Address(es)
Rhode River Marina, Inc.
3932 Germantown Road
Edgewater, MD 21037

2. Secured Party(ies) and Address(es)
Borg Warner Acceptance Corp.
PO Box 4736
Florence, SC 29501

RECORD FEE 10.00
POSTAGE **CK** .50
#530400 0777 R01 111#06
04/08/89

This statement refers to original Financing Statement No. 254259
Date Filed October 20 1985
Liber 504 Folio 14

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

- 4. Continuation - The original Financing Statement bearing file number shown above, is still effective.
- 5. Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.
- 6. 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. Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9.
- 8. Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.
- 9.

REC'D
CIRCUIT COURT
H. JIMMIE H.
BOHME, JR.
CLERK
OCT 11 1985
8 05 337

Rhode River Marina, Inc.

Borg Warner Acceptance Corporation

By: [Signature]
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

By: [Signature]
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) Filing Officer Copy - Alphabetical
GMAC UCC-3 12/82

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) Dovell & Williams, Inc. 7110 Crain Hwy. Glen Burnie, MD 21061	2. Secured Party(ies) and Address(es) General Motors Acceptance Corp. 7310 Ritchie Hwy Glen Burnie, MD 21061	RECORD FEE 10.00 POSTAGE CK .50 #530410 0777 R01 T11:06 For Filing Officer 04/09/89 (Date, Time, Number, and Filing Office) ERLE SCHAFER HAVE DEBIT	
This statement refers to original Financing Statement No. 145014 Date Filed January 18 19 72 Book 238 Page 94			
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. Automotive Dealerships (Includes Trucks): Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.			
By: <u>Randall B. Williams, Sr.</u> SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)		By: <u>William H. Hamill, Jr.</u> SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD	
(1) Filing Officer Copy Alphabetical			

539 458

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)

3. Maturity Date (if any)

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

Lee Oldsmobile, Inc.
7370 Crain Highway
Glen Burnie, MD 21061

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

General Motors Acceptance Corp.
7310 Ritchie Highway
Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE **CK** .50
#530420 0777 R01 T11#07
04/09/89

This statement refers to original Financing Statement No. 102460

Date Filed August 14 1969 Liber 151 Page 387

H. ERLE SCHAFER
For Filing Officer
(Date, Time, Number, and Filing Office) **DUET**

- 4. **Continuation** - The original Financing Statement bearing file number shown above, is still effective.
- 5. **Termination** - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above.
- 6. **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. **Amendment** - Financing Statement bearing file number shown above is amended as set forth in Item 9.
- 8. **Release** - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.

9. Automotive Dealerships (Includes Trucks): Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.

Lee Oldsmobile, Inc.

General Motors Acceptance Corporation

By: Ernest A. Swanson
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)

By: W. H. Hamill, Jr.
SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD

(1) Filing Officer Copy - Alphabetical

Book 539 page 459

3835

not used

This FINANCING STATEMENT is presented by:

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

Calltaker, Inc.
238 West Street
Annapolis, Maryland

Filing date (if any):
Filing Officer (Date, Time,
Filing Office)

4 This financing statement covers the following:

All of the machinery and
proceeds of the 1st
secured hereby and
all products and

RECORD FEE 33.00
POSTAGE .50

of Secured Party and 1001 111421

04/09/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
CK

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: 7

Calltaker, Inc.

Sterling Commercial Capital, Inc.

By: Gardner L. McBride
Signature(s) of Debtor(s)

Pres
Title

By: Jack Kaufman
Signature(s) of Secured Party(ies)

Exec. V.P.
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Book 539 page 459

not used

276835

539 460

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)
Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)
Sterling Commercial
Capital, Inc.
175 Great Neck Road
Great Neck, NY 11021

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

RECORD FEE 33.00
POSTAGE .50

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

All of the machinery and equipment acquired with
proceeds of the loan made by Secured Party and
secured hereby and described on attached sheet, and
all products and proceeds of any of the foregoing.

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

04/08/89
H. ERLE SCHAFER
AA 00, CIRCUIT COURT
CK

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: 7

Calltaker, Inc.

Sterling Commercial Capital, Inc.

By: Gardner L. Muzide
Signature(s) of Debtor(s)

Pres
Title

By: Jack Kaufman
Signature(s) of Secured Party(ies)

Exec. V.P.
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

ALSTON, a MARK IV CO.
1600 S. Mountain Ave
Duarte, CA 91010-2744

QUOTATION EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE:1 of 6

TO: Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

Contact: Gardner McBride
Phone: (301) 263-9213

The equipment supplied under this agreement is configured in accordance with the TASCOM Engineering Specifications and the configuration provided to Alston.

ITEM	MODEL AND DESCRIPTION	PRICE	ESTIMATED MONTHLY LEASE (2)
1	Standard TASCOM Senior System equipped as follows: (detailed equipment list attached - see EXHIBIT A, pages 5 to 6)	\$177578.00	
	10 Operator/Supervisor Consoles (Expandable to 32)		
	Redundant Hard Disks, Disk Controllers, & Disk Power Supplies		
	Standby Call Processing		
	Two-way Interactive Magnetic Tape Archive (60 Mb)		
	Speakerhold (Listen over hold)		
	Message Index Capability		
	Dual Headset Jacks		
	20 Two-way Trunks (Expandable to 96) (5)		
	18 DID Trunks (Expandable to 96) (5)		
	System Printer for Management, Operator, Traffic, and Billing Reports		
	On Premises Maintenance Printer		
	Off Premises Maintenance Printer		
	System Spares		
	System Installation		
	Acceptance Test Procedure (ATP)		
	On-site Operator Training		
	Automated Operator Training		
	Management Training		
	Maintenance Training		
	24 Hour Telephone Support		
	24 Hour Remote Computer Diagnostics		

ALSTON, a MARK IV CO.
1600 S. Mountain Ave
Duarte, CA 91010-2744

QUOTATION EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE:2 of 6

TO: Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

ITEM	MODEL AND DESCRIPTION	PRICE	ESTIMATED MONTHLY LEASE (2)
2	Universal Interface Options Antelco FLC Interface 9 Concentrators 33 Trunks (Expandable to 80) (5)	\$10920.00	
	Candela Model ** Interface ** Concentrators ** Trunks (Expandable to 96) (5)	Not Quoted	
	Digital Alarm Interface ** Trunks (Expandable to 96) (5)	Not Quoted	
	Direct Line Termination 4 Lines (Expandable to 96) (5)	\$5305.00	
3	Voice Store and Forward Interface(s) Pass Through Interface Switched Interface Enhanced Switched Interface	N/C \$6250.00 \$4685.00	
4	Remote Service Observation (RSO)	\$5620.00	
5	Customer Assignable Auto Answer Unit	Included in item 7	
6	Directory Software Directory Hardware (1)	\$2495.00	
7	Remote Terminal Interface Customer Assignable Auto Answer Automatic Check-in (Up to 12 Ports) (5) Alphanumeric Paging Interface Remote Printer Interface (Up to 8 Ports/Modems)	\$22475.00	
8	System Control Redundancy (3)	Not Quoted	
9	Administrative Processor (1) Hardware (Also Used with Directory) Software (Billing Data Posting, Accounts Receivable, Invoicing, and General Ledger)	Not Quoted \$4075.00	

ALSTON, a MARK IV CO.
1600 B. Mountain Ave
Duarte, CA 91010-2744

QUOTATION EXHIBIT "A"
QUOTE NO: 14006NER.2
DATE: 17 Feb 1989
PAGE: 3 of 6

TO: Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

ITEM	MODEL AND DESCRIPTION	PRICE	ESTIMATED MONTHLY LEASE (2)
10	Audio Cassette Training Program	\$1495.00	
11	10 TASCAM Remote Teleprinter	No Charge	
12	Alston Concentrators, Redundant (3)	Not Quoted	
13	Optional Supplemental Spares	\$18045.00	
	Retail List Price, Standard System	\$258943.00	
	Discount	\$71943.00	27.7%
	Net Sell Price, Standard System (4)	\$187000.00	

Boston Tech VoiceMail 62,915.00
 249,915.00
Leakgate (6,291.50) 10% of VoiceMail
 243,623.50
Plus Fed Feature + Processor 6,500.00
Total 250,123.50

BOOK 539 PAGE 464

ALSTON, a MARK IV CO.
1600 S. Mountain Ave
Duarte, CA 91010-2744

QUOTATION EXHIBIT "A"
QUOTE NO:14006NER.2
DATE:17 Feb 1989
PAGE:4 of 6

TO: Calltaker, Inc.
238 West Street
Annapolis, Maryland 21401

NOTES, UNLESS OTHERWISE SPECIFIED:

- 1) Materials referenced under this note are warranted per the original equipment manufacturers warranty terms and conditions.
- 2) Estimated Monthly Lease Payments: The rates shown within this quotation are for reference only. The estimated monthly lease payment is based on a sixty (60) month term lease with a one (1) dollar residual. Actual monthly lease payments are subject to credit approval, conditions of the third party lessor, term of the lease, and the current lease rate of the lessor at the time of purchase.
- 3) If Alston Concentrators are required, and the system is equipped with the optional "System Control Redundancy", Redundant Alston Concentrators are required. Alston Redundant Concentrators can only be used with systems equipment with "System Control Redundancy".
- 4) Prices quoted within this Quotation do not include applicable freight and taxes.
- 5) The maximum number of Input Trunks is 96. The maximum number of two-way trunks and Auto Check-in Trunks is 96.

This quotation shall remain firm for 30 days from the date hereon unless modified in writing by ALSTON. Any contract resulting from this Quotation must be signed in Duarte, California by a duly AUTHORIZED REPRESENTATIVE OF ALSTON, and is subject to the TERMS and CONDITIONS of the ALSTON DIRECT SALES AGREEMENT.

TERMS:
FOB Duarte, CA
Approved third party lease, or
Irrevocable letter of credit.

John E. Hudson
John E. Hudson
TASCOM Product Manager
ALSTON, a MARK IV Company
(818) 357-2121

Name: Mr. Gardner McBride
 Title: President
 Co: Calltaker, Inc.
 Addr: 238 West Street
 Annapolis, Maryland 21401

EXHIBIT "A"
 QUOTE NO: 14006NER.2
 DATE: 17 Feb 1989
 PAGE: 3 of 5

QTY	PART NO.	DESCRIPTION
1	1741A	Dual Disk Drive System
1	1891	Disk Control/Printer/Arbiter
1	1370246	Printer Kit
1	1365909-xxx	Cable
1	1365901-xxx	Cable
1	1365477	Cable
1	1875	Magnetic Tape Drive System
1	1365952-xxx	Remote Mag Tape cable
1	1365947-xxx	Alarm Cable
1	1892	Operator Interface
1	1370244	Operator Interface Kit
5	1381564-01	Video Generator
10	1876A	Operator Station
10	1365577-xxx	Audio Control Cable
10	1365638-xxx	Video Cable
1	1893	Distributor Control
1	1381516-01	ITT Generator Receiver
1	1365681-025	Cable
3	1894	Distributor
24	1388002	Crosspoint Matrix
6	1388077-01	Crosspoint Matrix III
10	1388020	Trunk Interface
5	1388022-1	Ground Start Interface
6	1365681-025	Cable
2	1897	Universal Interface
5	1388023	DID Trunk Interface
9	1388074	Candela Mod 31 Interface
2	1388081	Eight Port I/O
1	1388074	Direct Line Terminator
2	1365681-xxx	Cable
1	1399290	Alarm Unit
1	1360083-2	Cabinet, Basic
1	1360083-3	Cabinet, Expansion
1	1370240	System Printer
1	1T703	Report Printer
1	1T707	Maintenance Printer
1	1370193-016	Installation, 1-16 Stations
1	1	System Training
1	1895A	Automatic Check-In Unit
1	1896	Remote Printer Interface Unit
1	1370215	Printer Interface Kit
1	1370216	Alphanumeric Protocol Kit
1	1370259	VSP Expansion Kit
1	1388021-1	Loop Cont/Call In Intf
3	1388059-2	Ground Start Interface
3	1365681-025	Cable
1	1853	Remote Observation Unit
9	1114071	T* Connector
9	1365638-xxx	Video Cable
9	1365865-xxx	Audio Cable

539 466

Name: Mr. Gardner McBride
 Title: President
 Co: Calltaker, Inc.
 Addr: 238 West Street
 Annapolis, Maryland 21401

EXHIBIT "A"
 QUOTE NO: 14006NER.2
 DATE: 17 Feb 1989
 PAGE: 6 of 6

QTY	PART NO.	DESCRIPTION
9	1365856	1Audio Adapter Cable
1	1365867	1Monitor Cable
1		1Generic System Software
1		1Intelco Interface
1		1Direct Line Termination
1		1Voice Mail Interface, Switched
1		1Voice Mail Interface, Enhanced
1		1Directory
1	1370252-1	1Maintenance Kit, Supplemental
1	1370253	1Maintenance Kit, Basic
1	1370254-3	1Maintenance Kit, RPI/ACI
1	1388020	1Trunk Interface
1	1388021-1	1Loop Cont/Call In Intf
1	1388022-1	1Ground Start Interface
1	1388074	1Candela Mod 31 Interface
1	1388081	18 Port I/O
1	1388074	1Direct Line Terminator
1		1Starter Kit
1		1Software Pack
1		1TASL Billing Data Posting
1		1Cabling Kit
1		1Audio Cassette Training Program
10		1TASCOM Remote Teleprinter



SOLD TO:
 The Annapolis Group LTD.
 238 West Street
 Annapolis, MD. 21401

International Voice Messaging Systems, Inc.
 3098 So. Highland Drive Suite 300
 Salt Lake City, Utah 84106

SCHEDULED
 DATE

QTY.	DESCRIPTION OF EQUIPMENT	UNIT PRICE	EXTENSION
1	ACCESS voice mail system by Boston Technology with:		\$53,800.00
	16 trunks/ 12hours of voice storage and the following:		
	serial port, 2400 baud modem, printer port and printer,		
	system administrators monitor and keyboard, Main frame:		
	and CPU card 80286, ram memory card, mono graphics display		
	card, SMD/ESDI disk controller card, Unix SCO operating		
	system software, Boston Technology voice mail and Bulletin		
	board software, Automated attendant software		
2	DID interface units		5,600.00
1	Redundant disk drive option for second 12 hour drive		8,500.00
	* installation to included interfacing to TASCAM TMS System		
	Sub Total		67,900.00
	Special 15% discount		(10,185.00)
	Sub Total		57,715.00
	Special Discount on DID unit		(1,600.00)
	Sub Total		56,115.00
1	Spare parts package (retail price \$5,800) Discounted to--		4,300.00
***** THIS PRICE IS NOT VALID AFTER 30 DAYS*****			

CUST. ORDER NO.	TERMS	TOTAL	\$60,415.00	
If collection is made by suit or otherwise, the purchaser agrees to pay all cost and expenses incurred in the collection of amount shown on this contract, plus highest legal rate of interest and reasonable attorney's fee.		STATE TAX		
		INSTALLATION	2,500.00	
INVOICE PROPOSAL PLEASE PAY FROM THIS INVOICE	ACCEPTED BY CUSTOMER		GRAND TOTAL	\$62,915.00
	BY		LESS: DEPOSIT	
	TITLE		BALANCE DUE	
	DATE	November 18, 1988		

Form FHA MD 462-2
(Rev. 3-15-73)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
TERMINATION STATEMENT

RECORD FEE 13.00
POSTAGE .50
#415560 C231 R02 T11:23
04/10/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Cross-Index

TO BE RECORDED

in the Land Records,

in the Financing Records

In connection with the Financing Statement(s) bearing File No(s).

253630 Recorded in Liber _____

No(s) 477 Folio 253

and relating to a security agreement between the United States of America, acting through the Farmers Home Administration, as secured party, and

Catterton and Catterton and _____,

Address Box 183, Owings, Md. 20736

as debtor(s), there is no outstanding secured obligation and no commitment to make advances, incur obligations, or otherwise give value as between the said parties.

The Clerk of the Circuit Court of Anne Arundel County, Maryland, is hereby authorized to mark said Financing Statement terminated.

Executed this 13th day of February, 19 89, pursuant to authority delegated in 7 Code of Federal Regulations 1800.22 and 1800.23.

UNITED STATES OF AMERICA

By: Gloria D. Occhipinti
GLORIA D. OCCHIPINTI

Title: County Supervisor
Farmers Home Administration

13:50
Return to:
Joseph S. Catterton Jr.
R+4 Box 183
Owings, Md
20736

Form FHA MD 462-2
(Rev. 3-15-73)

RECORD FEE 10.00
POSTAGE .50
#415570 C23 R02 T11:23
04/10/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
TERMINATION STATEMENT

CK

TO BE RECORDED in the Land Records, in the Financing Records

In connection with the Financing Statement(s) bearing File No(s).
258026

Recorded in Liber _____

No(s) 488 Folio 414
and relating to a security agreement between the United States of America, acting through the Farmers
Home Administration, as secured party, and

Catterton and Catterton and _____

Address Box 183, Owings, Md. 20736

as debtor(s), there is no outstanding secured obligation and no commitment to make advances, incur
obligations, or otherwise give value as between the said parties.

The Clerk of the Circuit Court of Anne Arundel
County, Maryland, is hereby authorized to mark said Financing Statement terminated.

Executed this 13th day of February, 19 89,
pursuant to authority delegated in 7 Code of Federal Regulations 1800.22 and 1800.23.

UNITED STATES OF AMERICA

By: Gloria D Occhipinti
GLORIA D. OCCHIPINTI
Title: County Supervisor
Farmers Home Administration

Return to:
Joseph S Catterton Jr.
Rt 4 Box 183
Owings, Md
20736

10⁰⁰
50

276910

539 470

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)
Ben Kozloff, Inc.
35 East Wacker Drive
Chicago, Illinois 60601

2. Secured Party(ies) and address(es)
BT Commercial Corporation
233 South Wacker Drive
Chicago, Illinois 60606

3. Maturity date (if any):
For Filing Officer
(Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE CK .50

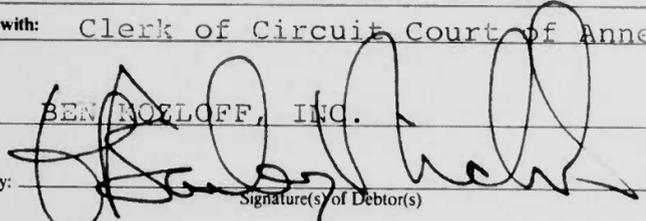
4. This financing statement covers the following types (or items) of property:
All of Debtor's now owned and existing and hereafter acquired and arising accounts, inventory, ~~machinery, equipment, fixtures~~ general intangibles, chattel paper, contract rights, instruments and documents wheresoever located as more particularly described on Exhibit A attached hereto. Not subject to recordation tax for reason stated on Exhibit A.

#330930 0777 R03 T14:49
04/10/89
H. ERLE SCHAEFER
CLERK OF CIRCUIT COURT

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: One

Filed with: Clerk of Circuit Court of Anne Arundel County, Maryland

BEN KOZLOFF, INC.
By:  Signature(s) of Debtor(s)

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

3226 MA

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

EXHIBIT A
TO
FINANCING STATEMENT

DEBTOR:

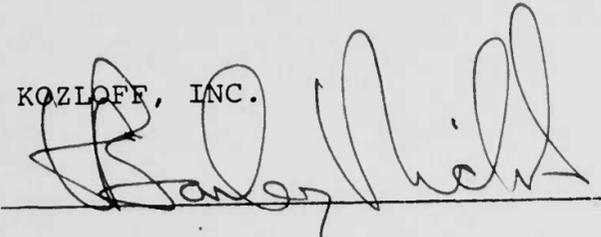
Ben Kozloff, Inc.
35 East Wacker Drive
Chicago, Illinois 60601

SECURED PARTY:

BT Commercial Corporation
233 South Wacker Drive
Chicago, Illinois 60606

All of the following property, or interests in property, of Debtor, whether now owned or existing and hereafter acquired or arising and wheresoever located: accounts, inventory, goods, ~~furniture, machinery, equipment, fixtures,~~ general intangibles (including, without limitation, goodwill, inventions, designs, patents, patent applications, trademarks, trademark application, trade names, licenses, leasehold interests in real and personal property, franchises, tax refund claims, and guarantee claims, security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts), tax refunds, chattel paper, contract rights, instruments, documents, notes, returned and repossessed goods and all other personal property or interests in personal property; together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, proceeds of insurance policies insuring any of the foregoing), all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing, and all insurance policies insuring any of the foregoing.

BEN KOZLOFF, INC.

BY: 

Not subject to recordation tax because collateral located in Maryland consists of contract rights, accounts, general intangibles or inventory.



276836

539 472

Financing Statement

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax;
Principal Amount is \$ 648,000
(See certificate attached)
- To Be Recorded in Land Records of _____

- SDAT
- Anne Arundel County
- Other _____

NAME	ADDRESS
1. Debtor(s)	Street City State
1. Executive Stationery Products Company, Inc.,	150-R Blades Lane, Glen Burnie, Maryland 21061
2. Executive Stationery Products Company of Washington, Inc.,	12057 Tech Road Silver Spring, Maryland 20904

2. Secured Party:

CHASE BANK OF MARYLAND RECORD FEE 26.00
10 East Baltimore Street RECORD TAX 217.00
Baltimore, Maryland 21202 POSTAGE **CK** .50

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.

#330770 CTTT R03 T13+19
04/10/89
H. LEE SCHAFER
AA CO. CIRCUIT COURT

Check one or more boxes as applicable:

- All Equipment** - All machinery, equipment (including automotive equipment), fixtures, appliances, implements, furniture, cooling and heating apparatus, and all such goods of similar nature used in, or in connection with, any real estate or establishment owned, leased, or in the possession of the Debtor, in the operation of the Debtor's business, now owned or hereafter acquired, together with all the appurtenances or parts thereto belonging, or which hereafter may be added or attached thereto, and all replacements, substitutions therefor or thereto, including, without limiting the generality of the foregoing, all such goods listed in the schedule hereto attached (if attached) made a part hereof and marked "Schedule A."
- Inventory, Etc.** - All inventory, documents of title and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and good will, now existing or hereafter arising.
- Accounts Receivable, Etc.** - All accounts, contract rights, instruments, chattel paper and general intangibles of the Debtor, including but not limited to, income tax refunds, copyrights, license rights, patent rights, trademarks and goodwill now existing or hereafter arising.

25
217.50

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

If none of the foregoing boxes are checked, this Financing Statement applies to all of the above types of property.

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:

CHASE BANK OF MARYLAND

By: [Signature]

(Type Name)

(Title)

DEBTOR(S):

EXECUTIVE STATIONERY PRODUCTS COMPANY, INC.

By: [Signature]

WAYNE H. COLE, PRES.
Type or Print Name and Title of Each Signature

April 7, 1989
(Date Signed by Debtor(s))

EXECUTIVE STATIONERY PRODUCTS COMPANY OF WASHINGTON, INC.

By: [Signature]

WAYNE H. COLE, PRES.
Type or Print Name and Title of Each Signature

April 7, 1989
(Date Signed by Debtor(s))

SCHEDULE A

539 PAGE 474

To UCC-1 Financing Statement against Executive Stationery Products Company, Inc. as "Debtor" in favor of Chase Bank of Maryland as "Secured Party".

- (a) All Inventory (as defined in Section 9-109(4) of the UCC), now existing or hereafter acquired, and the proceeds thereof, cash and non-cash and any product or mass into which any inventory shall be manufactured, processed, assembled or commingled and the proceeds thereof, cash and non-cash;
- (b) All Accounts (as defined in Section 9-106 of the UCC), now existing or hereafter acquired, and the proceeds thereof, cash and non-cash;
- (c) All Instruments (as defined in Section 9-105(1)(i) of the UCC) arising from the sale of Inventory or from Accounts, now owned or hereafter acquired, and the proceeds thereof, cash and non-cash;
- (d) All Chattel Paper (as defined in Section 9-105 (1)(b) of the UCC) arising from the sale of Inventory or from Accounts, now owned or hereafter acquired, and the proceeds thereof, cash and non-cash;
- (e) All negotiable Documents of Title (as defined in Section 1-201(15) of the UCC) covering any Inventory wherever located, now owned or hereafter acquired, and the proceeds thereof, cash and non-cash;
- (f) All Equipment (as defined in Section 9-109(2) of the UCC) whether now owned or hereafter acquired, including machinery, furnishings, fixtures, and motor vehicles, together with substitutions therefor and all increased, parts, fittings, accessories, special tools, accessions or replacements thereof, and the proceeds thereof, cash and non-cash;
- (g) All General Intangibles (as defined in Section 9-106 of the UCC) now owned or hereafter acquired, and the proceeds thereof, cash and non-cash;
- (h) All Insurance covering the Equipment and Inventory against risk of fire, theft or any other physical damage or loss, now owned or hereafter acquired, and the proceeds thereof, cash and non-cash;

- (i) All of Debtor's rights as a seller of goods under Article 2 of the UCC or otherwise with respect to Inventory, and all goods represented by or securing any of the Accounts, all of Debtor's rights therein, including without limitation, rights as an unpaid vendor or lienor and including rights of stoppage in transit, replevin and reclamation;
- (j) All sums at any time standing to Debtor's credit on Secured Party's books, and all monies, securities and other property of Debtor at any time in Secured Party's possession or in which Secured Party has a lien or security interest, and all proceeds thereof;
- (k) All goodwill and all information concerning Inventory or any goods or products produced, developed or being developed by Debtor, including inventions, patents, patent applications, licenses, copyrights and other intellectual property owned by Debtor or in which Debtor has an interest and all development work by Debtor whether or not the same is copyrightable or patentable material, including without limitation all design and layout data, tradenames, trademarks, trade secrets, confidential information, know-how, formulas, instructions, procedures, standards, specifications, plans, drawings, designs and shop rights, whether now owned or existing or hereafter acquired or arising, and the proceeds thereof, cash and non-cash;
- (l) All guarantees, mortgages or security interests on real or personal property, leases or other agreements on 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, and the proceeds thereof, cash and non-cash; and
- (m) All of Debtor's rights, title and interest in all of its books, records, ledger sheets, files and other data and documents, now owned or hereafter existing relating to any of the items listed above.

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 \$ 648,000
 from Chase Bank of Maryland
 to Executive Stationery Products Company, Inc. and Executive
Stationery Products Company of Washington, 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 \$ 648,000
2. Fair market value of all collateral for the Loan the security interest in which is perfected by the Financing Statement \$ 648,000
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 \$ 533,000
4. Fair market value of exempt collateral for the Loan that is located within the County:

a. Inventory	\$ <u>47,000</u>
b. Contract rights, general intangibles and accounts	\$ <u>85,000</u>
c. Farm products or equipment used in farming operations	\$ <u>-0-</u>
d. Vehicles and vessels	\$ <u>-0-</u>
Total fair market value of exempt collateral (sum of a through d)	\$ <u>132,000</u>
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) \$ 33,000

b. Computation of Portion of Debt That is Subject to Recordation Tax in the County: BOOK 539 PAGE 477

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
\$ 648,000		\$ 33,000 \$ 698,000		\$ 30,636

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
\$ 31,000		\$ 3.50 \$ 500		\$ 217.00

* 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).

Executive Stationery Products Company, Inc.

By: Wayne H. Cole
 Name: WAYNE H. COLE
 Title: Pres

Executive Stationery Products Company of Washington, Inc.

By: Wayne H. Cole
 Name: WAYNE H. COLE
 Title: Pres

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

If transaction or transactions wholly or partially subject to 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 Marshall, Jr., Thomas Lee
Address 7910 Ridge Rd, Hanover Md 21076

2. SECURED PARTY

Name Seaboard Leasing Company
Address 2861 Jessup Rd, Box 570, Jessup Md.20794

RECORD FEE 11.00
#330520 0777 R03 710:02
04/10/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Stuart R. Rombro, 201 N. Charles Street, Baltimore, Maryland 21201
Person And Address To Whom Statement Is To Be Returned If Different From Above.

CK

3. Maturity date of obligation (if any) _____

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

1-Allen Engine Analyzer
Model #53-370
Serial #B8D-A6473

Name and address of Assignee
Laureldale Leasing Associates
P.O. Box 429
Abingdon, Maryland 21009-0429

"NOT subject to Recordation TAX"

CHECK THE LINES WHICH APPLY

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

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

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

Thomas L Marshall Jr
(Signature of Debtor)

Thomas Lee Marshall Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Eric N...
(Signature of Secured Party)

Seaboard Leasing Company
Type or Print Above Signature on Above Line



BOOK 533 PAGE 480

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO YES NAME OF RECORD OWNER McDonald's Corporation

State Corporation Commission

Clerk, Anne Arundel County Court

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

250513

Index numbers of subsequent statements (For office use only)

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

Mooreland Corporation
8490 Fort Smallwood Road
Pasadena, MD 21122

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

Dominion Bank, National Association
201 S. Jefferson Street
Roanoke, Virginia 24011

Name & address of Assignee

RECORD FEE 10.00
#330540 0777 R03 110*05
04/10/89

Check if proceeds of collateral are covered

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction. **Amendment to Collateral Description as follows:**
All equipment and trade fixtures of Debtor now owned or hereafter acquired and proceeds thereof, located at McDonald's Restaurant #4230, 8490 Fort Smallwood Road, Pasadena, MD

Describe Real Estate if applicable:

Mooreland Corporation

Signature of Debtor if applicable (Date) 3-27-89

By: [Signature], Pres.
Title

Dominion Bank, National Association

Signature of Secured Party if applicable (Date) 3-27-89

By: [Signature], **Commercial Banking Officer**
Robert P. Martin

White - Filing Office Copy Canary - Acknowledgement Pink - Secured Party Copy

By: Barbara P. Nouch, V.P.
Title

16

276810

539 481

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)
DOLPHIN SEAFOOD EXPRESS
8142 WASHINGTON BLVD.
JESSUP MD 20794

2 Secured Party(ies) and address(es)
TRI-STATE FINANCE COMPANY INC.
P.O. BOX 4433
BOSTON, MA 02211

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE CK .50
#330550 0777 R03 710:06
04/10/89
H. ERLE SCHAFER

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

ONE YALE MODEL MFBC40ABN24C2748
S/N 469449

EQUIPMENT LOCATED AT; 24 CYPHER STREET
BOSTON MA 02127

NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALE CONTRACT

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

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

Filed with: TRI-STATE FINANCE COMPANY INC.

DOLPHIN SEAFOOD EXPRESS
By: *Alan S. [Signature]* President
Signature(s) of Debtor(s)

TRI-STATE FINANCE COMPANY INC.
By: *H B K*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

STATE OF MASSACHUSETTS

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

276811

539 482

FILE: S.D.A.T. FINANCING RECORDS
 1 INDEX IN LAND RECORDS OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY
 X RECORD IN FINANCING STATEMENT RECORDS OF THE
CIRCUIT COURT OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

DATE: March 31, 1989

DOCUMENTARY STAMPS PAID
ON THE MORTGAGE TO:
BALTIMORE CITY

SECURITY AGREEMENT/FINANCING STATEMENT

DEBTOR:
YOO TAIK CHU, a/k/a
MIKE WILLIAMS, Individually
KUM SUN CHU, h/w, Individually
MYONG W. KIM, Individually
SANG WAN KIM, Individually
MYONG W. KIM & SANG WAN KIM,
T/A BLUE RIBBON CLEANERS

Address:
~~3105 W. Spring Drive, Apt. D~~
~~Ellicott City, MD 21043~~
7856 Americana Circle
Sten Burnie, MD. 21061

RECORD FEE 32.00
POSTAGE .50
#330560 0777 R03 T10:07
04/10/89

CK H. ERLE SCHAFER
DA CO. CIRCUIT COURT

SECURED PARTY:

CLIFTON TRUST BANK

10112 York Road
Cockeysville, MD 21030

30
150
1. Debtor hereby grants and conveys to Secured Party a secured interest in all property described in Paragraph #3 hereof in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Mortgage or Deed of Trust (Mortgage), dated of even date herewith in the amount of Sixty Five Thousand and 00/100 (\$65,000.00)----- Dollars, from Debtor to Secured Party, covering certain real property located in the State of Maryland, and described in Paragraph #5 hereof.

2. Said Mortgage is hereby incorporated by reference and is made a part hereof. Debtor agrees that in the event of any default in said Mortgage, which remains uncured after any applicable grace period contained in said Mortgage, that 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 rights and remedies provided in said Mortgage. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. All of the following property is subject to the Security Agreement/Financing Statement hereby created from Debtor to Secured Party:

- (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.
- (b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, construction contracts, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, except to the extent that said land and collateral are released pursuant to the terms and provisions of the mortgage referred to in paragraph 1 hereof.
- (c) And all property set forth on Schedule "A" attached hereto as part hereof.

4. Proceeds of collateral and insurance are covered hereunder.

5. The property described in paragraph #3 hereof is (or is intended to be) affixed, installed or placed in the following described real estate: Blue Ribbon Cleaners, Severna Park Mall, 575 Ritchie Highway, Severna Park, Maryland, 21146.

6. A full release of the mortgage referred to herein will operate as a release of this instrument.

7. Debtor warrants and agrees that:

- (a) Debtor will pay the indebtedness secured hereunder according to the terms of the Mortgage.
- (b) Debtor is the owner of the Collateral free and clear of any liens, encumbrances or security interests except for the security interest granted hereby.
- (c) No financing statement covering the Collateral or any part thereof is on file in any public office.
- (d) At request of Secured Party, Debtor will promptly execute one or more financing statements in form satisfactory to Secured Party for filing in those public offices which Secured Party deems necessary or desirable.
- (e) The Collateral will be cared for in accordance with accepted standards and practices.
- (f) Debtor will replace worn out or obsolete Collateral with fixtures and personal property comparable thereto when necessary.
- (g) Debtor will cause the Collateral to be insured against risk of damage, destruction and theft in an amount at least equal to the unpaid balance of the debt secured hereby, with loss payable to Secured Party as its interest may appear, and Debtor will cause all such policies to be delivered to Secured Party upon request.
- (h) Debtor will not sell the Collateral or any part thereof, or allow any person to acquire an interest therein, without prior written consent of Secured Party.
- (i) Debtor shall not remove the Collateral or any part thereof from its location described in paragraph #5 hereof, without prior written consent of Secured Party (unauthorized removal shall constitute an act of Theft by Debtor).

8. Debtor shall be in default hereunder:

- (a) If Debtor fails to observe and perform any term or condition of this agreement.

- (b) If any warranty, representation or statement made or furnished by Debtor to Secured Party is untrue.
- (c) If the Collateral is levied upon seized or attached in any manner whatsoever.
- (d) If Debtor shall make an assignment for the benefit of creditors or if any proceeding is instituted by or against Debtor under federal or state bankruptcy or insolvency laws.
- (e) If any part of the Collateral is damaged or stolen and the proceeds of insurance are insufficient to pay the balance of the indebtedness then due hereunder.

9. Upon default, the entire indebtedness secured hereunder shall become due and payable without notice, and Secured Party shall have the rights and remedies provided by the Uniform Commercial Code and/or this agreement, including but not limited to:

- (a) The right to require Debtor to immediately assemble the Collateral and make it available to Secured Party at a place designated by Secured Party, reasonably convenient to both parties; or, if Secured Party so elects, it may have the Collateral moved to such a place at the expense of Debtor.
- (b) To the extent Debtor can so authorize, the right to enter upon any premises where the Collateral is situated and take full possession thereof without demand and without process of law.
- (c) The right, after reasonable notice, to sell the Collateral and distribute the proceeds according to law.
- (d) The right to collect from Debtor any deficiency remaining after sale of the Collateral and the computation of such deficiency shall include reasonable expenses and attorney's fees.

10. The waiver or indulgence of any default by Secured Party shall not be construed as a waiver of any future default or defaults.

11. This agreement shall bind upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. If there are more than one Debtor, obligations hereunder shall be joint and several.

12. This agreement shall be governed by the laws of the State of Maryland.

WITNESS:

J. Carper as to all

DEBTOR: *Yoo Taik Chu* (SEAL)

YOO TAIK CHU, Individually (SEAL)

a/k/a *Mike Williams* (SEAL)

Kum Sun Chu (SEAL)

KUM SUN CHU, Individually

Myong W. Kim (SEAL)

MYONG W. KIM, Individually

Sang Wan Kim (SEAL)

SANG WAN KIM, Individually

Myong W. Kim (SEAL)

MYONG W. KIM, T/A BLUE RIBBON CLEANERS

Sang Wan Kim (SEAL)

SANG WAN KIM, T/A BLUE RIBBON CLEANERS

WITNESS:

J. Carper as to all

SECURED PARTY:

CLIFTON TRUST BANK

By: *John A. Farley, Jr.* (SEAL)

John A. Farley, Jr.,
Chairman of the Board

TO THE FILING OFFICER:

After this Statement has been recorded, please mail same to Coady & Farley, 400 Allegheny Avenue, Towson, Maryland, 21204.

LIST OF EQUIPMENT

- 1 Betty Brite Dry Cleaning Package Plant consisting of
- 1 Fulton 20 H.P. Boiler W/Blow Down, Return & Nite Switch
- 1 Betty Brite Air Compressor 5 HP - Magnetic Switch Incl.
- 1 Rema Air Vacuum PR#5
- 1 Miraclean Dual 50 Lb drycleaning machine W/filtration & still
- 1 Spotting Board (Deluxe)
- 1 Forenta 22BP Automatic Topper
- 1 Forenta 47FGR Automatic Legger W/Iron & Low Boy
- 1 Forenta 42FOL Utility Press W/Iron Low Boy & Spray Gun
- 1 Forenta 60 AF Omni Form Finisher
- 1 Marking Table & Bagger
- 1 Forenta Puff Irons (1-3 Way) (1-1 Way)
- 1 White Conveyor N-620
- 1 Full Backdrop Sign (Interior) Half Illuminated
- 3 Deluxe Counters W/Sack Racks & 25 Nylon Bags
- 1 Mobile Scale Cart
- 1 Outside Sign (Single Faced) up to 4'x16'
- 2 Counter Clothes Hangers (Deluxe)
- 1 Betty Brite Penthouse Fan 36" W/Shutter & Curb
- 1 Betty Brite Cash Register
- 1 Call Office Carpet Up to 12' x 20'
- 3 Mobile 8 BU Clothes Hampers with Casters
- 1 Slick Rail System up to 100'
- 1 Forenta Bodymaster Shirt Unit Consisting of:
 - 1 - 300 HB Body Press
 - 1 - 39VCHY Collar & Cuff Yoke Press
 - 1 - 76SL Sleever
 - 1 - 10 MF Folder
 - 1 - SCF Collar Former
 - 1 - Wascomat 50 Lb. FL-184 MP
 - 3 - R&W Poly Carts 4 Bushel
 - 1 - 100 Gallon Hot Water System

276812

539 188

FINANCING STATEMENT

1. To Be Recorded in the Land Records at
2. To Be Recorded among the Financing Records at A.A. Cty
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 17,837.50. 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): J. Warren Walker & Sons, Inc. Address(es): 6812 Ft. Smallwood Rd. Balto., MD 21226

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No.
6. Secured Party: Maryland National Bank Address: Department Post Office Box 987, Mailstop Baltimore, Maryland 21203 Attention: Jane Krenzer

RECORD FEE 11.00
RECORD TAX 126.00
POSTAGE BK .50
#330580 0777 R03 110408
04/10/89

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

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

J. Warren Walker & Sons, Inc.
Debtor: Patricia A. Walker, Secretary
Secured Party: Maryland National Bank
By: C. Ann Abruzzo, AVP (Seal)

MARYLAND NATIONAL BANK

Handwritten notes: 126.50

539 489

Schedule A

Contel Construction Management System Hardware:

Contel DS PC 286 Business Computer with 40 MB
Hard Disk Drive, High Speed 80286 Micro-Processor,
Monochrome Video Monitor with High Resolution,
1.25 MB Internal Floppy Disk Drive, Serial/Parallel/
Adaptors, EGA Graphics Adaptor, Clock Calendar,
Enhanced-style keyboard.

Contel P-4010 Dual Mode Printer

Two high speed modems.

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at A.A. Cty.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Abruzzo's Ambulatory Foot Care Address(es): 8092 Edwin Raynor Blvd. Pasadena, MD 21122

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____
 6. Secured Party: Maryland National Bank Address: Department _____
 Attention: Jane Krenzer Post Office Box 987, Mailstop _____
 Baltimore, Maryland 21203

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

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A):

Debtor: Abruzzo's Ambulatory Foot Care

Secured Party: Maryland National Bank

By: Joseph A. Abruzzo, DPM/Pres. (Seal)
Type name and title, if any

By: Betty Hinton (Seal)
Betty Hinton, Br. Officer
Type name and title

MARYLAND NATIONAL BANK

Handwritten: 175 50

RECORD FEE 11.00
RECORD TAX 175.00
04/10/89
AA CO. CIRCUIT COURT

539 491

Schedule A

Midmark stool, apronette 12 x 18, Midmark Visual Blk Screen,
705 Sonicator, Lakeside Cart, Single Basin/ Stand, Portable
Oxygen Unit/Cart, Burnett Cast Cutter Elec. Cast Spreader
OFC Model, 850 Dremel Cordless Drill, X-Cell XRay, Film Hanger
8 x 10 Wolf, Lead Block 6 x 12 Midwest Thermometer X-Ray, Swivel
Light-Safelight, Midmark 117 Chair, Midmark 114 Table, Mobile
Pool, 733 Hyfrecator, Midmark Cabinet.

BOOK 539 PAGE 492

276844

11.50

FINANCING STATEMENT

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

DEBTOR Bundit Meesiri
 (Name or Names)
7502 Connelly Drive, Hanover, MD 21076 ANNE ARUNDEL COUNTY
 (Debtor's Address—Street No., City, County, State)

SECURED PARTY Carey Sales & Service, Inc.
 (Dealer's Name)
3141-47 Frederick Avenue, Baltimore, MD 21229
 (Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:
 THE CARROLLTON BANK OF BALTIMORE
 BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Southbend	Convection Oven	89C26420		MV15	

RECORD FEE 11.00
 POSTAGE **CK** .50
 #330450 CTTT R03 109#42
 04/10/89
 H. ERLE SCHAFER
 AA CO, CIRCUIT COURT

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

N/A

3. This transaction (is) ~~is not~~ exempt from the Recordation Tax. Consideration \$ _____

Dated this 3 day of March 19 89

Witness:
Valerie T. Jones
 Valerie T. Jones

Bundit Meesiri
 Bundit Meesiri
 Debtor
 Signs

Attest:
Joyce Lammers
 Joyce Lammers

Merry Jan Fundzak
 Merry Jan Fundzak, Sec/Treas
 Debtor
 Signs
 Secured Party

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying Fils No. 276815

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

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

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

This financing statement Dated 4/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Henry S. Anderson
DBA/ A. R. & B CONTRACTORS
Address 1710 St. Margaret's Road Annapolis, Md. 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address 41 Defense Highway
Annapolis, Md. 21401

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

3. Maturity date of obligation (if any)

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

- 1 - New Model TD7-G Dresser
Bulldozer W/Rops Canopy
S/N 566

RECORD FEE 12.00
POSTAGE .50
#330420 0777 R03 109:43
04/10/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Signature of Secured Party

Type or Print Above Signature on Above Line

Handwritten initials 'RS'

539 THE 494

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File # 876816

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

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

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

This financing statement Dated 4/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOSEPH W. MALECKI
Address 8706 CREST ROAD, SEVERN, MARYLAND 21144

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HIGHWAY, ANNAPOLIS, MARYLAND 21401-7096

RECORD FEE 11.00
CK POSTAGE .50
#330430 DT77 R03 109:48
04/10/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned 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 - USED KUBOTA TRACTOR MODEL# B7100 SERIAL# 70636

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 817089

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)

Handwritten signature of Joseph W. Malecki

(Signature of Debtor)

JOSEPH W. MALECKI

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten initials JSU

Handwritten signature of Secured Party

SECY./TREAS.

(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC

Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

539

PAGE 495

Identifying File No. 276817

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

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

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

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

1. DEBTOR

Name WESTINGHOUSE ELECTRIC CORPORATION
RT. 301 & CHESAPEAKE BAY BRIDGE, P. O. BOX 1488
Address ANNAPOLIS, MD. ~~XXXX~~ 21404

2. SECURED PARTY

Name BANKERS LEASING ASSOCIATION, INC.
155 REVERE DRIVE
Address NORTHBROOK, IL 60062

RECORD FEE 11.00

POSTAGE CK .50

#330440 0777 R03 T09:50

04/10/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned 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 - MC68020 MICROPROCESSOR
- 32 BIT ARCHITECTURE
- 80 MB HD
- 5 MB RAM
- 13.5 DISKETTE DRIVE
- 1 - 19" MONITOR (COLOR)
- 1 - APPLE EXTENDED KEYBOARD
- 1 - APPLE OPERATING SYSTEM
- 1 - SA-MAC 8019 PUBLISHING SYSTEM

Name and address of Assignee
FIRST NAT'L BANK OF BLUE ISLAND
13057 SOUTH WESTERN AVENUE
BLUE ISLAND, IL 60406

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Bennett (ehs)
(Signature of Debtor)

J. BENNETT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

H.E. MINDS, UT
(Signature of Secured Party)

H.E. MINDS, UT
Type or Print Above Signature on Above Line

11-50

529 496
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Anne Arundel
Identifying File No. 276818

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

If transaction or transactions wholly or partially subject to 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 Autometric, Inc.
Address 5301 Shawnee Road, Alexandria, VA 22312-2312

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street, Nw, Washington, DC 20036

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 11.00
450 0777 R03 109:52
04/10/89

3. Maturity date of obligation (if any) _____

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

EQUIPMENT PER THE SCHEDULE "A" ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF
LESSEE IS NOT AUTHORIZED TO DISPOSE OF LEASED EQUIPMENT

Name and address of Assignee

THIS IS A CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX
LEASE #8902-026-6

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)
Autometric, Inc.

James Madison Financial Corporation

William A Beck V.P. 3 Feb 1987
(Signature of Debtor)

WILLIAM A BECK V.P. 3 Feb 1987
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JENNIS B. KOLGAN, AUP
(Signature of Secured Party)

JENNIS B. KOLGAN, AUP
Type or Print Above Signature on Above Line

11

James Madison Financial Corporation
WASHINGTON, D. C.

BOOK 539 PAGE 497

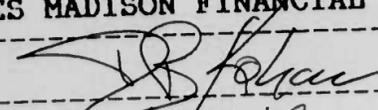
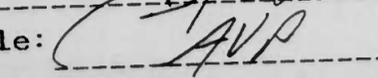
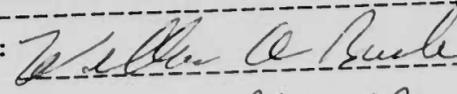
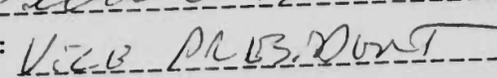
SCHEDULE A

This schedule is attached to and becomes a part of lease #8902-026-6 between the undersigned.

Quantity	Model #	Description	Serial #	Unit Cost	Amount
From Grid Systems Corporation:					9,995.00
1	1307	Grid Tempest 640K Computer			250.00
1		3.2 MS-DOS Installed s/n T2633			7,746.00
1	1307	Grid Tempest 640K Computer/3.2 MS-DOS and 128K RAM s/n T2664			
From Advanced Computer Concepts:					3,398.00
2		HP LaserJet II Printers s/n 2743J98903 & 2743J95491			
From PC3, Inc.:					7,900.00
2		386 Computers w/2mg RAM & 40MB Hard Drive			1,300.00
2		NEC Multi Sync II Monitors			350.00
2		Genoa EGA Cards			300.00
2		Logitech Mechanical Mouse			50.00
1		A/B Switch Box			
From Family Computers, Inc.:					3,882.00
2		MacIntosh SE Computers w/2 800K Drives			188.00
2		Standard Keyboards			3,890.00
2		Removable Bernoulli Drives			3,220.00
1		Apple Laserwriter II NT			1,945.00
1		Removable Bernoulli 20MB Drives			125.00
1		Controller Card			
From Gould, Inc.:					4,060.00
1		Pascal Compiler (1414-0203)			
From Government Technology Services, Inc.:					8,710.00
1		HP Draftmaster II Plotter #W/RS232			
From International Technology Corporation:					10,938.00
3		Tempest PC/AT w/256K RAM & 1.2MB Diskette			2,175.00
3		256K Memory Expansion			8,286.00
3		30MB Removable Drive w/Storage			783.00
3		Half Height 360 Disk Drive			2,046.00
3		Vega Multigraphics Card			2,190.00
3		AST Multifunction Card - 128K			5,544.00
3		ENH Color Graphic Display			9,017.00
1		ITC 42-1T+ Parallel Port			
From Xerox Corporation:					4,944.00
1		Xerox 2510 Engineering Copier w/Stand s/n 64G027455			
From Boise Cascade Office Products:					2,150.00
10	E4-315C	5 Drawer Legal File			
TOTAL					105,382.00

This Schedule is hereby verified correct and the undersigned lessee acknowledges receipt of a copy.

JAMES MADISON FINANCIAL CORPORATION

By: Title:  AVPLessee:
Autometric, Inc.By: Title:  VICE 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 4/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEISNER CONSTRUCTION COMPANY
Address 62 MAGOTHY BEACH ROAD, PASADENA, MARYLAND 21122

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HIGHWAY, ANNAPOLIS, MARYLAND 21401 - 7096

Person And Address To Whom Statement Is To Be Returned 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 L2250 TRACTOR SERIAL# 55667
- 1 - NEW KUBOTA BF400 LOADER 17059
- 1 - NEW DANUSER G20/40 POST HOLE 9622

RECORD FEE 11.00
POSTAGE .50
#330460 0777 R03 T09:55
04/10/89

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

KUBOTA CONTRACT # 13400 - 817087

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 L. Leisner Sr.
(Signature of Debtor)

LEISNER CONSTRUCTION COMPANY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

SECY./TREAS.

(Signature of Secured Party)

BALDWIN SERVICE CENTER, INC.

Type or Print Above Signature on Above Line

1/15/89

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 539 499 276850
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 McCrone, Inc.
 Address P.O. Box 1789 / 20 Ridgely Ave. / Annapolis, MD 21401

2. SECURED PARTY

Name Ford Equipment Leasing Company
 Address 24551 Raymond Way / Suite 245 / El Toro, CA 92630

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) Schedule 01

RECORD FEE 13.00
 POSTAGE GK .50
 #330480 0777 R03 109:56
 04/10/89
 W. W. SCHAFER
 MD CO. CIRCUIT COURT

This statement is filed in connection with a lease transaction for precautionary purposes. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. "and its proceeds, including all goods, accounts, chattel paper, documents, instruments and contract rights."

TRUE-LEASE No Security
 Interest Being Taken

CHECK THE LINES WHICH APPLY

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

1350

[Signature]
 (Signature of Debtor)

McCrone, 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)

Ford Equipment Leasing Company

Type or Print Above Signature on Above Line

EXHIBIT "A"

To the Master Lease Schedule 01 by and between McCrone, Inc. as Lessee, and FORD EQUIPMENT LEASING COMPANY ("FORD") as Lessor.

Equipment Location:

Vendor:

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
	Equipment Location: 20 Ridgley Ave. / Annapolis, MD	
1	HP 7580 8-PEN PLOTTER	2503A04071
1	MAXI-MICRO PC - AT COMPATIBLE	37-0247358
1	640Kb RAM.	
1	Enhanced Keyboard	70447832
1	Clock/Calendar	
1	TATUNG MULTI-SYNC MONITOR	71490849
1	PHOTON MAXER	
1	LOGITECH MOUSE	
1	ACCESSORIES	
1	Surge Protector, Cables	
1	MAXI-MICRO PC-AT COMPATIBLE	37-0247383
1	640 Kb RAM	
1	Enhanced Keyboard	30407586
1	Parallel & Serial I/O Card	
1	EGA MONITOR & CARD	53460749
1	HP LASERJET, SERIES II PRINTER	2805A66964
1	ACCESSORIES	
1	Surge Protector	
1	PC to Plotter/Laserjet Cable	
1	Parallel Cable	
1	MAXI-MICRO PC AT COMPATIBLE	BB010080
1	640Kb RAM	
1	Enhanced Keyboard	8011541
1	EGA Monitor & Card	53460638
1	1.2 Mb Floppy Drive	
1	40 Mb Hard Drive	
1	Clock/Calendar	
1	1 Parallel & 3 Serial Interfaces	
1	SURGE PROTECTOR	

dam
INITIAL

QTY.

DESCRIPTION

539 501

SERIAL NO.

1	HP VECTRA R/S 20 w/2 Mb RAM 2 Mb Extra RAM 80387 Co-Processor Dual Serial Interface	2821A06567
1	MONOCHROME MONITOR & CARD	8830315753
1	TAXAN 20" HI-RES GRAPHICS MONITOR	109800381
1	METHEUS GRAPHICS CONTROLLER	11931
1	NUMONICS 2200 24x36 DIGITIZER	0691388
1	HP MOUSE	
1	TOSHIBA P341SL PRINTER	ZA29905
1	ACCESSORIES Surge Protector. Cables	
1	HP VECTRA R/S 20 w/2 Mb RAM 2 Mb Extra RAM 80387 Co-Processor	2821A04385
1	13" VGA MONITOR & CARD Tilt & Swivel	8814J02615
1	HP MOUSE	
1	HP GRAPHICS TABLET	2814J11565
1	TOSHIBA P341SL PRINTER	ZA19878
1	ACCESSORIES Cables. Surge Protector	
1	HP 7914R DISK DRIVE	2430A05728
1	HP 12792B 8-CHANNEL MULTIPLEXOR	
1	1 MEGABYTE MEMORY	
6	MICROCOM MODEMS A La Plata B Denton C Easton D La Plata E Centreville F Denton	1203130839 1203130840 1203130841 1203130842 1203130843 1203130844
3	25' M/M RS-232 CABLES	

dam
INITIAL

Butler Leasing Company

276851

BY 539 12502

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

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

LESSEE (DEBTOR):

Steffey Realtors, Inc.

540 Baltimore Annapolis Blvd.
Severna Park, MD, 21146

LESSOR (SECURED PARTY):

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

ASSIGNEE OF LESSOR:

FIRST PENNSYLVANIA BANK, N.A.
1500 Market Street, 19th Floor
Philadelphia, PA 19101

RECORD FEE **CK** 13.00
POSTAGE .50
#330490 0777 R03 T09:58
04/10/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

See Attached Equipment Schedule

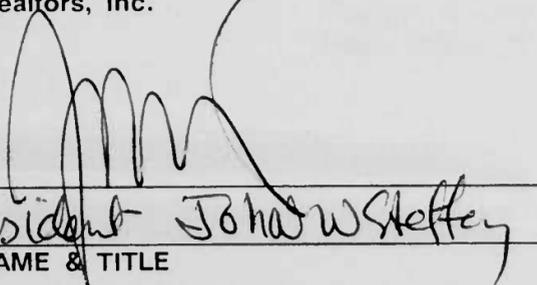
PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: Same

LESSEE (DEBTOR):
Steffey Realtors, Inc.

LESSOR (SECURED PARTY):
BUTLER LEASING COMPANY

BY:



President John W. Steffey
PRINT NAME & TITLE

BY:



DEBORAH SCHERR, CREDIT MANAGER

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

1360
BUTLER LEASING COMPANY
P. O. Box 609
Columbia, MD 21045-0609

Butler Leasing Company

SCHEDULE EQUIPMENT

539 503

<u>QUANTITY</u>	<u>DESCRIPTION</u>
(5)	Single Pedestal Desk w/Box + File, Medium Modesty, 30"x48" Nevamar #8-322T, Graphite Blue
(5)	Task Chair w/Loop Arms, Char Brown, Leadsweave Tight, #X59/Wine
(5)	Chair Mats, (36"x 48"), Clear
(5)	Panel (48"w x 48"W), Brown, Blue
(6)	Panel (48"H x 36"W) Brown, Blue
(1)	Budget Figure for Lamps
(8)	Floor Mats, (36" x 48"), Clear
(1)	Steel Cap, Desert Sage
(1)	Flush Base, Desert Sage
(1)	5 Drawer Plan File Unit (adding to exiting unit) Desert Sage
(7)	Guest Chair w/ Rolled Open Arms, Grade 110
(2)	Task Chair w/ Loop Arms, Char Brown, Leadsweave Tight
(1)	Fully Upholstered Loveseat w/Wood Framed Arms, Walnut, Grade 110
(1)	Matching Corner Table (20"D x 24"L x 25"W)
(1)	Basis-5 Drawer Lateral w/ extenda shelf, posting shelf lock, Legal depth, 36"W

- (4) Radius Edge Double Pedestal Desk w/4 Box & 1 File Drawer, Utility Tray, Writing Shelf & Lock (30" x 60")
- (2) Radius Edge Credenza w/2 Box & 2 File Drawers, Center Hinged Door Cabinet & Lock (20" x 66")
- (2) Radius Edge Lateral File w/2 Drawers & Lock, (20"x36")
- (1) Square Edge Printer Stand (36" x 25"), Walnut
- (2) Fully Upholstered Med. Back Executive Swivel Tilt w/5 Star Wood Base, Grade 110
- (1) Square Edge Lateral File w/2 Drawers & Lock (20"D x 36"W)
- (1) BookCase (12"D x 30"W x 43"H)
- (2) Armless Task Chair, Char Brown, Leadsweave Tight
- (2) Single Pedestal Desk w/1 Box & 1 File Drawerr (24" x 60")
- (2) Task Chair w/Loop Arms, Char Brown, Leadsweave Tight

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

276852

539 PAGE 505

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) STRAUSBAUGH GEORGE F. STRAUSBAUGH ANNA L. 289 RIPS DR. LOTHIAN MD 20711		2 Secured Party(ies) Name(s) and Address(es) ACCENT MOBILE HOMES 7401 MOORE ROAD BRANDYWINE, MD 20613		4 For Filing Officer Date, Time No Filing Office RECORD FEE CK 12.00 #330470 0777 R03 T09:55 04/10/89 H. ERLE SCHAFER	
5 This Financing Statement covers the following types (or items) of property 1980 SKYLINE -0- 12 X 65 SERIAL # 01100470N 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 WOODBIDGE, 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 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).		
STRAUSBAUGH GEORGE F. STRAUSBAUGH ANNA L. ACCENT MOBILE HOMES					
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					

TRANSACTION IS A CONDITIONAL SALES CONTRACT. DEBTOR WILL OWN PROPERTY UPON PAYMENT OF ALL INSTALLMENTS.

276853

MARYLAND FINANCING STATEMENT

ANNE ARUNDEL CTY-MD

539 REC 506 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: Printers Ink, Inc. t/a Minuteman Press
(Name or Names)
10 Aquahart Road, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Concord Commercial Corporation
(Name or Names)
9515 Deereco Road, Suite 811, Timonium, Md. 21093
(Address)

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

One - New Komori Model L226-I 20" x 26" Two Color Offset Press with all standard equipment, ~~_____~~

8354-2
VB

RECORD FEE 12.00
POSTAGE CK .50
#330510 0777 R03 109:59
04/10/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

10 Aquahart Road, Glen Burnie, Md. 21061

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

DEBTOR(S):
Printers Ink, Inc. t/a Minuteman Press
By:
(Title)
Donald M. Dailey, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By:
Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: ~~SECURED PARTY~~ ASSIGNEE: CONCORD COMM. CORP.
210 GODDARD BLVD., KING OF PRUSSIA, PA
19406

TO BE FILED WITH
Anne Arundel County, Maryland
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

276854

539 507

FINANCING STATEMENT

1. Name & Address of Debtor: SIEGFRIED ASCHERL
GEORGIA ASCHERL
1308 Winners Circle
Gambrills, Maryland 21054

2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

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

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 220 Gambrills Road, Gambrills, Maryland 21054, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 220 Gambrills Road, Gambrills, Maryland 21054, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

RECORD FEE 12.00
POSTAGE CK .50

#531880 C345 R01 T14718

04/10/89

Debtor:

Secured Party:

SEVERN SAVINGS BANK, FSB

Siegfried Ascherl
SIEGFRIED ASCHERL

Georgia Ascherl
GEORGIA ASCHERL

By:

Alan J. Hyatt
Alan J. Hyatt, President AA CO. CIRCUIT COURT

12
58

BEGINNING FOR THE SAME AT A POINT ON THE Westerly right-of-way line of GAMBRILLS ROAD (as now established, 80 feet wide), said point of beginning being situated distant, North 22°44'25" East, 80.00 feet; thence North 22°40'56" East, 711.62 feet as measured along the said right-of-way line from the end of the seventy-seventh (77th) or South 38°03'30" West, 82.97 foot line of a conveyance from L.M.R. CORPORATION to BRETTON WOODS LIMITED PARTNERSHIP by deed dated July 1, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber #3323, folio 473 and running thence from the said point of beginning so fixed, leaving GAMBRILLS ROAD, and running through, over and across the property of BRETTON WOODS LIMITED PARTNERSHIP as follows:

- 1.) North 57°23'33" West, 559.23 feet to a point; thence
- 2.) South 16°41'52" West, 581.63 feet to a point on the northerly side of a fifty foot (50') wide private right-of-way, further described in a conveyance from BRETTON WOODS LIMITED PARTNERSHIP TO COMM-TRONICS, INC. and recorded among the Land Records of Anne Arundel County in Liber 3323, folio 531, and running thence with part of the fifth (5th) or South 73°18'08" East, 904.40 foot line of the last said right-of-way reversely
- 3.) North 73°18'08" West, 20.00 feet to a point; thence leaving the said right-of-way and running through, over and across the whole track as aforesaid,
- 4.) North 16°41'52" East, 1271.14 feet to a point on the southerly side of proposed fifty foot (50') wide, right-of-way; thence running with part of said right-of-way.
- 5.) North 81°46'43" East, 43.93 feet to a point of curvature; thence
- 6.) 506.15 feet along the arc of a curve to the right, having a radius of 725.00 feet and a chord bearing a distance of South 78°13'17" East, 495.93 feet, to a point of tangency; thence
- 7.) South 58°13'17" East, 135.00 feet to a point; thence
- 8.) South 13°13'17" East, 49.50 feet to a point on the westerly right-of-way line of GAMBRILLS ROAD as afore said; thence running with the last said right-of-way line;
- 9.) South 31°46'43" West, 197.00 feet to a point of curvature, thence,
- 10.) 366.35 feet along the arc of a curve to the left, having a radius of 2307.55 feet and a chord bearing and distance of South 27°13'49" West, 365.96 feet to a point of tangency; thence
- 11.) South 22°40'56" West, 373.87 feet to the place of beginning, containing 12.00001 acres of land, more or less, according to a plat of survey prepared by Priddy Design Associates, Annapolis, Maryland attached hereto and made part hereof.

SUBJECT to an easement for the construction and maintenance of such facilities and appurtenances as may be necessary to adequately drain the natural watershed and the adjacent properties shown thus:  (easement) and the perpetual right-to-discharge the flow of storm water from such necessary drainage facilities and appurtenances to adequately drain the natural watershed and adjacent properties into existing or proposed waterways. Such discharge points are indicated thus: ●-----> on the aforesaid plat.

INCLUDING, HEREWITH the right of ingress and egress through, over, and across the fifty foot (50') wide proposed public right-of-way lying along the Northerly side of the hereinabove described parcel and being more particularly described as follows:

BEGINNING for the same at a point at the end of the Eighth (8th) line of the above described parcel and running thence reversely with the Eighth (8th) through Fifth (5th) lines inclusively,

- 1.) North 13°13'17" West, 49.50 feet to a point: thence
- 2.) North 58°13'17" West, 135.00 feet to a point: thence
- 3.) 506.15 feet along the arc of a curve to the left, having a radius of 725.00 feet and a chord bearing a distance of North 78°13'17" west, 495.93 feet, to a point thence;
- 4.) South 81°46'43" West, 43.93 feet to a point; thence
- 5.) North 08°13'17" West, 50.00 feet to a point; thence
- 6.) North 81° 46'43" East, 43.93 feet to a point; thence
- 7.) 541.05 feet along the arc of a curve to the right, having a radius of 775.00 feet and a chord bearing a distance of South 78°13'17" East, 530.13 feet to a point, thence
- 8.) South 58°13'17" East, 135.00 feet to a point; thence
- 9.) North 76°46'43" East, 49.50 feet to a point, thence
- 10.) South 31°46'43" West, 120.00 feet to the place of beginning.

SUBJECT ALSO to the use of the herein named Grantor, its successors and assigns, the right to create, use and maintain on the area of the land shown hatched thus:  on the above mentioned plat, such slopes as are necessary to retain and support the highway and/or adjacent property/it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is granted is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area conveyed in fee simple, then the said easement for slopes shall cease to exist.

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

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

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

This financing statement Dated 3-27-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert T. Hyson DBA Kimberly Press

Address 8108 Fort Smallwood Road, Baltimore, MD 21226

2. SECURED PARTY

Name Baum USA

Address 1660 Campbell Road, Sidney, OH 45365

RECORD FEE 12.00
POSTAGE .50
#331600 0777 R03 T11#02
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) NONE

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

- (1) 523B Baumfolder 23x36, Model 44, Combo Rolls, Pile Feeder.
- (1) Datatrac I Counter.

Serial NOS: BF1-034; BF1-035; BF1-037; 2791.

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 T. Hyson DBA Kimberly Press

Robert T. Hyson
(Signature of Debtor)

Robert T. Hyson

Type or Print Above Name on Above Line

(Signature of Debtor)

Baum USA

S.J. Howell
(Signature of Secured Party)

S.J. Howell, Credit Manager

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

539 510

276856

" I hereby certify that \$329.00 has been paid to Anne Arundel County in Recordation Taxes."

Paul P. Gable

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 45,650.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Gable Signs and Graphics, Inc.

 (Name)
7948 Fort Smallwood Road

 (Address)
Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Jennifer Austin

 (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)

Gerber Scientific Products

System 48 Plus w/ Scanner Rev. I-II and GerberLink M.K.
Serial #B0397

HS - 15 Plotter Serial #310052

RECORD FEE 11.00
 RECORD TAX 322.00
 POSTAGE **GK** .50
 #331810 0777 R03 111-19
 04/11/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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)
Gable Signs and Graphics, Inc. (Seal)
 _____ (Seal)
Paul P. Gable
 _____ (Signature)
Paul P. Gable, President
 _____ (Print or Type Name)

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

11
322
-5

276857

533 511

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) Hi-Fly Marketing Corporation 7222 Parkway Drive Hanover, Maryland 21076	2. Secured Party(ies) and address(es) Mistral, Inc. 7222 Parkway Drive Hanover, Maryland 21076	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE GK .50 #331820 0777 R03 T11:20 04/11/89 H. ERLE SCHAFER
4. This financing statement covers the following types (or items) of property: See Attached Security Agreement Description		5. Assignee(s) of Secured Party and Address(es) The First National Bank of Maryland 25 S. Charles Street Baltimore, Maryland 21201 101-501

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: J. A. Seibe, V.P.
Signature(s) of Debtor(s)

By: Jerry Schuy, V.P.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

THIS SECURITY AGREEMENT is made in favor of MISTRAL, INC. (the "Lender"), by the undersigned (the "Obligor"), witnesseth:

In order to secure (a) the prompt payment when due of all sums due and owing or to become due and owing from Obligor to Lender pursuant to or by reason of that certain Promissory Note executed by Obligor, dated May 8, 1987 and made payable to the order of Lender in the original principal sum of \$5,000,000.00 (hereafter the "Note"); (b) the prompt payment when due of all of Obligor's other notes, indebtedness, extensions of credit, letters of credit, overdrafts and other obligations, whether direct, indirect (by way of endorsement, guarantee, pledge or otherwise) liquidated or unliquidated, fixed, contingent, or howsoever arising, whether now existing or hereafter incurred to or otherwise acquired by Lender, whether held for the account of the Obligor or for others (hereafter the "Obligations") and (c) the performance of all of the terms, conditions and provisions of this Security Agreement and of any other security agreement, pledge agreement, guaranty agreement, mortgage, deed of trust, loan agreement, hypothecation agreement, subordination agreement, indemnity agreement, letter of credit application, assignment, or any other document previously, simultaneously or hereafter executed and delivered by the Obligor and/or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying or in connection with the Note (collectively, the "Loan Documents"), the Obligor agrees (jointly and severally if more than one) with the Lender as follows:

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

A. Contract Rights. All of the Obligor's contract rights both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

B. 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 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 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.

D. 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, (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. 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.

E. Inventory. All of the inventory of the Obligor both now owned and hereafter existing, acquired or created, wherever located, including, but not limited to, all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise acquired by Obligor and all products and proceeds thereof, including but not limited, sales proceeds, together with (i) all moneys due and to become due from the sale, exchange or other disposition thereof, (ii) all cash and non-cash proceeds thereof (including, but not limited to, insurance proceeds).

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

8086X

533 514

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

3. Maturity date (if any)

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

Stanley Engineering
180 Penrod Court, Bldg F
Glen Burnie, Maryland 21061

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

Sunnen Products Company
7910 Manchester Avenue
St. Louis, Missouri 63143

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#331870 0777 R03 T11:37
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 262926

Filed with County Clerk

Date Filed July 21, 19 86

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

10.

No. of additional Sheets presented:

Sunnen Products Company

Manager

By:

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

(1) Filing Officer Copy - Alphabetical

By:

Signature(s) of Secured Party(ies)

Les McKee

STANDARD FORM - FORM UCC-3

10.50

STATE OF MARYLAND

539 FILE 515

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. XXXXXX 259301

RECORDED IN LIBER 491 FOLIO 594 ON 11/21/85 (DATE)

1. DEBTOR

Name Pooya Corp.

Address 8053 Ritchie Highway, Pasadena, Maryland 21122

2. SECURED PARTY

Name Chase Commercial Corporation

Address 120 Royall Street, Canton, MA 02021

Rita Cummings, Dunkin' Donuts Incorporated (return envelope enclosed)

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.)

Assignee: Dunkin' Donuts of America, Inc.
Post Office Box 317
Randolph, MA 02368

All equipment as listed in original finance statement.

BL
CLERK

RECORD FEE 10.00
POSTAGE .50
#331910 0777 R03 T11:39
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

PC# 4469
(filed w/ clerk of Circuit Court
Anne Arundel County)

Dated 4/4/89

Chase Commercial Corporation
(Signature of Secured Party)

James M. ... CA
Type or Print Above Name on Above Line

1550

Go

539 516

276858

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 \$ 7,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to CLERK OF THE CIRCUIT COURT A.F. O.

5. Debtor(s) Name(s) Address(es)
 Best Security System, Inc. P.O. Box 767
 Millersville, Md. 21108

RECORD FEE 11.00
 RECORD TAX 49.00
 #J31920 C777 R03 111:40
 04/11/89

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles
 Attention: JOHNN JACKSON Baltimore, Md. 21203
(Type name & title)

CK H. ERLE SCHAFER
 CLERK OF THE CIRCUIT COURT

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
 Best Security System, Inc. _____ (Seal)
Thomas F. Ford, Jr _____ (Seal)
 By: Thomas F. Ford, Jr PResident _____ (Seal)

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

17
49

SCHEDULE A

530 527

This Schedule A is attached to and made a part of a Security Agreement to Equitable Bank, National Association from Best Security System, Inc. dated JAN 21, 1989.

Section 1F Continued

Tandy Computer 3000 Series #545756 Monitor #71002504 Printer #0003854

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)
HILLENBRAND WAYNE D
1008 LEE JACKSON DR
LOTHIAN MD 20711
105468106 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) 28SEP93
FOR FILING OFFICER (Date, Time and Filing Office)



RECORD FEE 10.00
POSTAGE .50
#331930 CY77 R03 T11:41
04/11/89

4 This statement refers to original Financing Statement bearing File No. 274667
BK 532 PG 377
Filed with ANNE ARUNDEL MD Date Filed 28SEP88

- 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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

10.

Number of Additional Sheets Presented 04APR 89

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

539 PAGE 519

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

3 MATURITY DATE (If Any) 09OCT96
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
LCKETT ANDREA J.
3468 PIKE RIDGE RD
EDGEWATER MD 21037
214787811 AH

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 66090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH



4 This statement refers to original Financing Statement bearing File No. 478-396-254156
Filed with ANNE ARUNDEL MD Date Filed 09OCT84

RECORD FEE 10.00
POSTAGE .50
#331940 CT77 R03 T11:42
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

10.

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

Number of Additional Sheets Presented 04 APR 89

DEERE CREDIT SERVICES INC.

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

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

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

530 520

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

3 MATURITY DATE (If Any) 28SEP93

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)
CIUFFREDA DOMINIC
307 DELLWOOD CT
ANNAPOLIS MD 21401
579424725 AA

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65050
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

FOR FILING OFFICER (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. ~~BK 532 FG 378~~ 274668

Filed with ANNE ARUNDEL MD Date Filed 28SEP88

- 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
#331950 0777 R03 111:42
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

10

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

Number of Additional Sheets Presented 04 APR 89

DEERE CREDIT SERVICES INC.

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

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

FILING OFFICER COPY — ALPHABETICAL

STANDARD FORM — FORM UCC-3

276860

539 521

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)

Pyle, Michael B.
8453 Woodland Rd.
Millersville, MD 21108

2 Secured Party(ies) and Address(es)

Ryder Truck Rental, Inc.
P.O. Box 17199
Baltimore, MD 21203

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

RECORD FEE 11.00
POSTAGE .50
#31960 0777 R03 T11:43
04/11/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

One 1982 Mack, model MS200P, serial #VG6M111B2CB015205
w/ 22 ft. van body and lift gate

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

Associates Commercial Corp.
P.O. Box A
College Park, MD 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.

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

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

Filed with: Anne Arundel County

1352405

Michael B. Pyle

Ryder Truck Rental, Inc.

By:

Michael B. Pyle
Signature(s) of Debtor(s)

By:

Josette DeLoe
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

1156

603469 Rev. 12-80

276861

539 522

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

No of Additional Sheets Presented

3 The Debtor is a transmitting utility

4 For Filing Officer Date, Time No Filing Office

1 Debtor(s) (Last Name First) and Address(es)
 KING ELTON
 299 RIPS DRIVE
 LOTHIAN, MD 20711

2 Secured Party(ies) Name(s) and Address(es)
 PROFESSIONAL MH BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD 20706

5 This Financing Statement covers the following types (or items) of property
 1983 SCHULT
 SERIAL # E178579
 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)
 H. ERLE SCHAFER
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BOULEVARD SUITE 245
 WOODBRIDGE, VA 22194

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

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

9 Name of a Record Owner

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

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

By KING ELTON *Elton J. King* Signature(s) of Debtor(s)

By *DC Irvine agent* Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

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

RECORD FEE CK 11.00
 #331970 0777 R03 711:43
 04/11/89

276862

539 523

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) BREWER GEORGIA A. HOLIDAY MOBILE ESTATES JESSUP MD 20794	2 Secured Party(ies) Name(s) and Address(es) MOBILE HOME ASSOCIATES CLARK ROAD JESSUP, MD 20194	3 <input type="checkbox"/> The Debtor is a transmitting utility. 4 For Filing Officer Date, Time, No Filing Office	
5 This Financing Statement covers the following types (or items) of property 1989 PALM HARBOR 213 14 X 72 SERIAL # PH113581 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) H. ERLE SCHAFER GREEN TREE ACCEPTANCE INC. 2200 OFITZ BOULEVARD SUITE 245 WOODBRIDGE, VA 22194	
8 Describe Real Estate Here: <input checked="" type="checkbox"/> Products of the Collateral are also covered <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).

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

By Georgia A. Brewer Signature(s) of Debtor(s) By Keith Maitz Signature(s) of Secured Party(ies)
 (3/83) (1) Filing Officer Copy - Numerical (Required only if Item 10 is checked)

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

276863

539 521

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) RONALD L HANKS DEBORAH A HANKS 5111 WASENA AVE BALT,MD, 21225	2. Secured Party(ies) and address(es) ENVIRONMENTAL WATER CONTROL INC 511 C EASTERN BLVD ESSEX,MD, 21221	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #332000 0777 R03 T11:45 04/11/89 CK H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM WATER RESOURCES #1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 5111 WASENA AVE. BALT,MD, 21225		5. Assignee(s) of Secured Party and Address(es) SECURITY PACIFIC FIN SRV 901 DULANEY VALLEY RD SUITE 126 TOWSON,MD, 21204

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:

Deborah A. Hanks
 DEBORAH A HANKS
 X Ronald L Hanks
 RONALD L HANKS of Debtor(s)

ENVIRONMENTAL WATER CONTROL INC.
 By: Joseph B. Antonelli
 JOSEPH B ANTONELLI
 Signature of Secured Party(ies)

1288 STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

DCF

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME and ADDRESS of DEBTOR:

C. Craig's Trucking Company., Inc.
69 East Joyce Lane
Arnold, Maryland 21012

2. NAME and ADDRESS of SECURED PARTY:

Development Credit Fund., Inc.
1925 Eutaw Place
Baltimore, Maryland 21217

3. This Financing Statement covers all:

RECORD FEE 11.00
POSTAGE CK .50
#332010 0777 R03 111:46

Equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) ^{04/11/89} including, but not limited to that which is described in any separate schedule attached hereto or to any time delivered by the Debtor to the Lender, and all proceeds thereof in any form whatsoever.

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 consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

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, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

Automotive equipment now owned or hereafter aquired, together with attachments, accessories, etc.

Together with all options, rights, conversions, subscriptions and other privileges now and hereafter arising with respect to such Collateral.

4. This transaction is **NOT** exempt from the recordation tax. Principal amount of the Debt is \$150,000.00TAXES WERE PAID IN LAND RECORDS

Debtor:

C. Craig's Trucking Co. Inc

By: Carlton S. Craig, Sr.
Carlton S. Craig, Sr., President

1150

AFTER RECORDATION RETURN TO: Development Credit Fund, Inc.
1925 Eutaw Place
Baltimore, Maryland 21217

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 \$ 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 _____.

5. Debtor(s) Name(s) John Boy, Inc. Address(es) 425 Crain Highway, S. Glen Burnie, Maryland 21061

6. Secured Party Provident Bank of Maryland Address 10 5th Ave. S.E. Glen Burnie, Maryland 21061
 Attention: Dennis Krugman P.O. Box 1661 Address 114 E. Lexington St Baltimore, Maryland 21202

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

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

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

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

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

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

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

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

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

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

Debtor(s): John Boy, Inc.
 _____ (Seal) By: John O Huber, President (Seal)
 _____ (Seal) John O. Huber, President
 Type name and title

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

11.00
105.00
16.50
Form No. 3440(3/87)

Please return Recorded Documents to:
 Dennis R. Krugman/HQCR
 PROVIDENT BANK OF MARYLAND
 P.O. Box 1661
 Baltimore, Maryland 21203-1661

539 527

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): Mohawk Contracting Co., Inc. 5501 Belle Grove Road Baltimore, MD 21225 M-34697	(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 #332030 C777 R03 T11:47 04/11/89
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es): Caterpillar Financial Services Corporation 10630 Little Patuxent Parkway Columbia, Maryland 21044	CK H. ERLE SCHAFER AA CO. CIRCUIT COURT For Filing Officer

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

One (1) New Caterpillar Model #963 CAB Track Loader S/N 21Z02668

AA (Anne Arundel County)

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

21150

(6) Signatures: Debtor(s) Mohawk Contracting Co., Inc. Secured Party(ies) [or Assignees] Alban Tractor Co., Inc.

(By) Joseph A. Burton Joseph A. Burton
Secty-Treas.
Standard Form Approved by N.C. Sec. of State and other states shown above.

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

11750
(1) Filing Officer Copy - Numerical

UCC-1

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. 275065

RECORDED IN LIBER. 453 FOLIO 533 ON 10/25/88 (DATE)

1. DEBTOR

Name R&D Equipment Sales, Inc.

Address P.O. Box 227, Gambrills, MD. 21054

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

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

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) _____

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 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>
<p>Partial Release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the following:</p> <p>One (1) Used Champion Personnel/Material Hoist Model US601R S/N 779796</p>		



10.00
.50
#332040 CT77 203 111-48
04/11/89

First Interstate Credit Alliance, Inc.

Dated February 14, 1989

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Vice President
Type or Print Above Name on Above Line

d

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) Hospitality Network, Ltd. 5000 Plaza on the Lake Suite 300 Austin, TX 78746	2. Secured Party(ies) and address(es) First Bank National Association f/k/a First National Bank of Minneapolis First Bank Place Minneapolis, MN 55480	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #332050 CT/7 R03 T11:49 04/11/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>102500 525-52</u> Filed with <u>Anne Arundel County, MD</u> Date Filed <u>March 30</u> 19 <u>88</u>		BL CLERK
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: _____

 First Bank National Association,
 f/k/a First National Bank of Minneapolis

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

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

(1) Filing Officer Copy - Alphabetical 10.50 STANDARD FORM - FORM UCC-3

5:39 PM 530

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

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

See attached copy - can't read

RECORDED IN LIBER C777 FOLIO R03 ON 11/10/88 (DATE)

1. ~~DEBTOR~~ Lessee

Name Daughters of Charity Health Systems East, Inc.

Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090

2. ~~SECURED PARTY~~ Lessor

Name Computer Sales International, Inc.

Address 10845 Olive Blvd.

St. Louis, Missouri 63141

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

RECORD FEE 10.00
POSTAGE .50
#332060 C777 R03 T11:50
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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: Amend
(Indicate whether amendment, termination, etc.)

Amending to add serial numbers to Equipment Schedule Eight to Master Lease 110444. See Exhibit A attached.

Charles M. Reed

(Lessee) Daughters of Charity Health Systems East, Inc.

Dated January 11, 1989

Stephen G. Hamilton

(Signature of ~~Secured Party~~) Lessor
COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Name on Above Line
Stephen G. Hamilton



EXHIBIT "A"
 DAUGHTERS OF CHARITY HEALTH SYSTEMS EAST, INC.
 EQUIPMENT SCHEDULE EIGHT, MASTER LEASE 110444

539 PAGE 531

QTY	MACHINE TYPE/MODEL	FEATURE (QUANTITY PER UNIT)	DESCRIPTION	SERIAL #	NEW USED	MONTHLY RENTAL PER UNIT
1	IBM 9406-B40	2602(1)	SYSTEM UNIT 240 MAG TAPE CONTROLLER	18789	NEW	\$ 6,900.00
		3055(1)	8MB MAIN STORAGE			
		5030(1)	I/O CARD UNIT			
		5505(1)	ALTERNATE IPL			
		5520(1)	SPECIFY FOR 2440 COMPLETE SYSTEM			
		6040(2)	SPECIFY TWINAXIAL STATION CONTROLLER			
		6231(1)	FOUR-LINE COMM. SUBSYSTEM			
		8503(1)	9335/9309-2 DASD			
		8844(1)	MIGRATION AID 5-YEAR EXTENDED MAINTENANCE			
2	IBM 9309-002	8844(1)	RACK ENCLOSURE 5-YEAR EXTENDED MAINTENANCE	30736 34046	NEW	\$ 60.00
		9125(1)	STANDARD SYSTEM			
1	IBM 2440-A12	8844(1)	RACK LABEL MAGNETIC TAPE SUBSYSTEM 5-YEAR EXTENDED MAINTENANCE	81112	NEW	\$ 557.00
1	IBM 9335-A01		DEVICE FUNCTION CONTROLLER	92749	NEW	\$ 240.00
4	IBM 9335-B01		DASD	84234 8509F 85285 84DA2	NEW	\$ 410.00
1	IBM 9335-A01		DISK CONTROL UNIT	65496	USED	\$ 225.00
1	IBM 9309-002		RACK ENCLOSURE	13853	USED	\$ 75.00
4	IBM 9335-B01		DISK DRIVE	14838 13134 BCAF5 BOA80	USED	\$ 390.00

Initialed by Lessor: BAM

Lessee: _____

LMS093088-1

PAGE 1 OF 2

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>NEW USED</u>	<u>MONTHLY RENTAL PER UNIT</u>
1	IBM 4224-102		DOT MATRIX PRINTER	A0677	USED	\$ 85.00
1	IBM 4234-002		DOT BAND LINE PRINTR	18028	USED	\$ 115.00
1	IBM 4224-101		PRINTER	L0598	USED	\$ 69.00
1	IBM 3274-51C		CONTROL UNIT	53140	USED	\$ 75.00
		1800(1)	EXT. FUNCTION STORE			
		3701(1)	EXT. MODEM INTERF.			
		5550(1)	PUR. EXPANSION			
		6302(1)	CC ADPT. W/O BMCL			
		7801(1)	TERM ADPT. - B			
		9112(1)	CONFIG. SUPPORT "C"			
1	MEMOREX 3266-2		TAPE DRIVE	60H77417	USED	\$ 400.00
		6211(1)	2 CHANNELL SWITCH			
1	MEMOREX 3260T		TAPE SUBSYSTEM	56P61	USED	\$ 600.00
1	HITACHI SP1500		PRINTER	803001	USED	\$ 750.00
23	IBM 3196-A10		COLOR DISPLAY	Z0873,V0839	USED	\$ 20.00
				Z0861,Z0782		
				Z0777,Z0770		
				N1132,N1104		
				N1108,N1113		
				N1121,N1130		
				N1085,N1097		
				N1102,Q3925		
				Q3926,Q3934		
				Q3899,Q3908		
				Q3917,N1086		
				N0513		

Initialed by Lessor: *[Signature]*

Lessee: _____

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____
See attached copy - can't read

RECORDED IN LIBER C777 FOLIO R03 ON 11/10/88 (DATE)

1. ~~DEBTOR~~ Lessee

534 206

Name Daughters of Charity Health Systems East, Inc.
Address 1302 Concourse Drive, Linthicum Heights, Maryland 21090

2. ~~SECURED PARTY~~ Lessor

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



RECORD FEE 10.00
POSTAGE .50
#332070 C777 R03 111:51
04/11/89

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

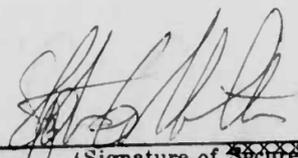
3. Maturity date of obligation (if any) _____

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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>
<p>Lessor's interest in Equipment Schedule Eight to Master Lease 110444 assigned to: Jefferson Bank & Trust Company 23rd at Market Street St. Louis, Missouri 63103</p>	

Dated 12-15-88 _____


STEPHEN G. HAMILTON
VICE PRESIDENT & SECRETARY
~~XXXXXXXXXX~~ Lessor
COMPUTER SALES INTERNATIONAL, INC.
Type or Print Above Name on Above Line
Stephen G. Hamilton

FINANCING STATEMENT FORM ~~530~~ ~~FILE 534~~

Identifying File No. ~~276867~~

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

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

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

This financing statement Dated 12/15/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Jefferson Bank & Trust Company
Address 23rd at Market Street
St. Louis, Missouri 63103

RECORD FEE 11.00
POSTAGE GK .50
#332080-677 R03 T11:51
04/11/89

Person And Address To Whom Statement Is To Be Returned If Different From Above ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

Equipment Schedule Eight to Master Lease 110444 between debtor as Lessor and Daughters of Charity Health Systems East, Inc. as Lessee and all equipment listed thereunder: See Exhibit A attached.

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)

COMPUTER SALES INTERNATIONAL, INC.

Type or Print Above Name on Above Line

By Stephen G. Hamilton Vice Pres.
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

JEFFERSON BANK & TRUST COMPANY

Type or Print Above Signature on Above Line

539 535

EXHIBIT "A"
DAUGHTERS OF CHARITY HEALTH SYSTEMS EAST, INC.
EQUIPMENT SCHEDULE EIGHT, MASTER LEASE 110444

QTY	MACHINE TYPE/MODEL	FEATURE (QUANTITY PER UNIT)	DESCRIPTION	SERIAL #	NEW USED
1	IBM 9406-B40	2602(1)	SYSTEM UNIT 240 MAG TAPE CONTROLLER	18789	NEW
		3055(1)	8MB MAIN STORAGE		
		5030(1)	I/O CARD UNIT		
		5505(1)	ALTERNATE IPL SPECIFY FOR 2440		
		5520(1)	COMPLETE SYSTEM SPECIFY		
		6040(2)	TWINAXIAL STATION CONTROLLER		
		6231(1)	FOUR-LINE COMM. SUBSYSTEM		
		8503(1)	9335/9309-2 DASD MIGRATION AID		
		8844(1)	5-YEAR EXTENDED MAINTENANCE		
2	IBM 9309-002	8844(1)	RACK ENCLOSURE 5-YEAR EXTENDED MAINTENANCE	30736 34046	NEW
		9125(1)	STANDARD SYSTEM RACK LABEL		
1	IBM 2440-A12	8844(1)	MAGNETIC TAPE SUBSYSTEM 5-YEAR EXTENDED MAINTENANCE	81112	NEW
1	IBM 9335-A01		DEVICE FUNCTION CONTROLLER	92749	NEW
4	IBM 9335-B01		DASD	84234 8509F 85285 84DA2	NEW
1	IBM 9335-A01		DISK CONTROL UNIT	65496	USED
1	IBM 9309-002		RACK ENCLOSURE	13853	USED
4	IBM 9335-B01		DISK DRIVE	14838 13134 BCAF5 BOA80	USED

Initialed by Lessor: BAM

Lessee: _____

<u>QTY</u>	<u>MACHINE TYPE/MODEL</u>	<u>FEATURE (QUANTITY PER UNIT)</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>NEW USED</u>
1	IBM 4224-102		DOT MATRIX PRINTER	A0677	USED
1	IBM 4234-002		DOT BAND LINE PRINTR	18028	USED
1	IBM 4224-101		PRINTER	L0598	USED
1	IBM 3274-51C		CONTROL UNIT	53140	USED
		1800(1)	EXT. FUNCTION STORE		
		3701(1)	EXT. MODEM INTERF.		
		5550(1)	PUR. EXPANSION		
		6302(1)	CC ADPT. W/O BMCL		
		7801(1)	TERM ADPT. - B		
		9112(1)	CONFIG. SUPPORT "C"		
1	MEMOREX 3266-2		TAPE DRIVE	60H77417	USED
		6211(1)	2 CHANNELL SWITCH		
1	MEMOREX 3260T		TAPE SUBSYSTEM	56P61	USED
1	HITACHI SP1500		PRINTER	803001	USED
23	IBM 3196-A10		COLOR DISPLAY	Z0873,V0839	USED
				Z0861,Z0782	
				Z0777,Z0770	
				N1132,N1104	
				N1108,N1113	
				N1121,N1130	
				N1085,N1097	
				N1102,Q3925	
				Q3926,Q3934	
				Q3899,Q3908	
				Q3917,N1086	
				N0513	

Initialed by Lessor:

Lessee:

276868

539 PAGE 537

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)

CHILDS FREDERICK
1002 FORRESTER RD
CHURCHTON MD 20733

214803994

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

JOHN DEERE CREDIT /JohnDeere
P O BOX 65090
WEST DES MOINES IA 50265

DCSIF

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

RECORD FEE 11.00
POSTAGE CK .50
#332090 0777 R03 711:58
04/11/89

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

1988 EVINRUDE E 6RCCS SERIAL# B1632310

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

H. ERLE SCHAFER

Maximum principal interest is \$657.60

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:

Frederick F. Childs

John Deere Company

By:

Signature(s) of Debtor(s)

By:

Emilie Vandeweerde
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - 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. \$ 3700

If this statement is to be 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 HOLLOWAY, JR., MASON C.

Address 903 PRIMOSE ROAD #302, ANNAPOLIS, MD 21403

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division

Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

BOAT STORAGE: (S) SPA COVE PRIMOSE ROAD
(W) SAME AS SUMMER

Name and address of Agent
RECORD FEE 11.00
RECORD TAX 28.00
POSTAGE GK .50
#332100 0777 R03 111:59
04/11/89

218-94-9826
ERLE SCHAFER
AA CO. CIRCUIT COURT

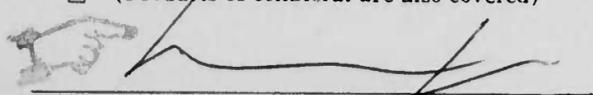
SUZUKI 85 HP SER#: 717279

CHECK THE LINES WHICH APPLY

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

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

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

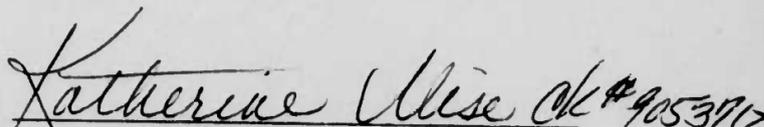

(Signature of Debtor)

MASON C. HOLLOWAY, JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

20 5


(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

539 PAGE 539

STATE OF MARYLAND

276870

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. \$ 44,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$308.00.

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

1. DEBTOR

Name Jims Air Tools and Equipment of Baltimore, Inc.
Address 823 Fairview Avenue Linthicum Heights, MD 21090

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address 500 DiGiulian Blvd. 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) _____

This financing statement covers the following types (or items) of property: (List)
One (1) 2-way Motorola Radios 604HPA1169, 604HPA1170, 87067, 87068, 604HPA1171, 604HPA1172, 604HPA1173,
One (1) DIG-IT Backhoe Trencher Model DIG-IT-14B, S/N 88032 W/One (1) 604HPA1174, and 604HPA1175
Full Vision Canopy S/N DG106-15-000 Extendable Dipper Model D27KGA5JBSDK
Three (3) Portable Diesel Air Compressors Model 175QD W/Standard Equipment
and cold weather package S/N 32096, 32097, 32099
ONE (1) MOTOROLA BS BASE STATION Model D27KGA5JBSDK S/N 604HPA1168

RECORD FEE 11.00
RECORD TAX 308.00
POSTAGE **CK** .50
#332110 0777 R03 111:59
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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 W. Noodle Pres.
(Signature of Debtor)

James W. Noodle Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
(Signature of Secured Party)

PATRICK WHITE, ASST. SEC.

Type or Print Above Signature on Above Line

11-
308
.50

STATE OF MARYLAND

276871

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Edward T. Smith & Sons, Inc.
Address 769 S. Mesa Road Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227

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, Maryland 21061

RECORD FEE 17.00
POSTAGE GK .50
#332120 CY77 R03 112:00
04/11/89
H. BOLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

Edward T. Smith & Sons, Inc.
Edward T. Smith V.P.
(Signature of Debtor)

Edward T. Smith V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.
James Jennelle
(Signature of Secured Party)

James Jennelle
Type or Print Above Signature on Above Line

1750

CONDITIONAL SALE CONTRACT NOTE

539 MAY 31

TO: Beltway International Trucks, Inc. ("Seller") FROM: Edward T. Smith & Sons, Inc. ("Buyer")
1800 Sulphur Spring Road Baltimore, MD 21227 769 S. Mesa Road Millersville, MD 21108

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

Table with 2 columns: Description of property purchased and Payment terms. (1) TIME SALES PRICE \$44,672.00, (2) Less DOWN PAYMENT In Cash \$2,000.00, (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$-0-, (4) CONTRACT PRICE (Time Balance) \$42,672.00.

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 769 S. Mesa Road, Millersville, 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 First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty two thousand six hundred seventy two and 00/100*****Dollars (\$42,672.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of May 19 89, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 889.00 and the final installment being in the amount of \$ 889.00 with interest from the 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 of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, 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, general intangibles, contract rights, furniture, 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, direct and indirect, however arising and from whatever source. 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 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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: March 28 19 89 BUYER(S)-MAKER(S): Edward T. Smith & Sons, Inc. (SEAL)
Accepted: Beltway International Trucks, Inc. (SEAL) (Print Name of Seller Here)
By: James J. Junell S/T (Witness as to Buyer's and Co-Maker's Signature)
By: Edward T. Smith V. Pres. (SEAL) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

2

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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 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 plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), 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 plus said reasonable attorneys' fees, 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 any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING; CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to 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, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. 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.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(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 FIRST INTERSTATE CREDIT ALLIANCE, INC. ("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 and/or consent to the return of the property and/or modify the terms of the contract. 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 written 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. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature
of
Seller

(Witness)

By:

(Signature: Title of Officer, "Partner" or "Proprietor")

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 March 28, 1989

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee

and Edward T. Smith & Sons, Inc. 769 S. Mesa Road Millersville, MD 21108
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 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 FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 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. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (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 \$ 42,672.00.
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of March, 19 89.

Beltway International Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: James L. Jannelli S/T

(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.)

Anne Arundel County

Record among the Financing Statement Records for Anne Arundel County

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 484 FOLIO 383 ON 4/25/85 (DATE)

1. DEBTOR

Name Advantage Book Binding, Inc.

Address 85 Dover Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Optic Graphics, Inc.

Address 101 Dover Road, Glen Burnie, MD 21061

John A. Scaldara, Wright, Constable & Skeen, 20 S. Charles Street,
Person And Address To Whom Statement Is To Be Returned If Different From Above.
Baltimore, MD 21201-3281

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>

BL
CLERK

RECORD FEE 10.00
POSTAGE .50
#332130 C777 R03 T12:01
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated 3-23-89
David A. Kinlein
(Signature of Secured Party)
President
Type or Print Above Name on Above Line

Return to:
TITLE WARRANTEE CORPORATION
606 BALTIMORE AVENUE
SUITE 101
TOWSON, MD 21204
File # Gen. ECC

1550

276911

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)

MR RONALD S HATTON
MS SHIRLEY J HATTON
253 OVERLEAF DR
ARNOLD, MD, 21012

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

Environmental Water Control
511C Eastern Blvd.
Essex, Md 21221

3. Maturity date (if any):

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

RECORD FEE 12.00
#332150 C777 R03 T12:02
04/11/89
CK
W. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

Installed, one United Standard complete
water treatment system Model #1054.

(COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 253 OVERLEAF
ARNOLD, MD, 21012

(SECURED PARTY IS SELLER)

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

SECURITY PACIFIC FINANCIAL
SERVICE INC
901 DULANEY VALLEY RD
SUITE 126
TOWSON, MD, 21204

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: AA COUNTY

Ronald S. Hatton
RONALD S HATTON
By: Shirley J. Hatton
SHIRLEY J HATTON (Signature of Debtor(s))

Environmental Water Control Inc.
By: Joseph B. Antonelli
JOSEPH B ANTONELLI (Signature of Secured Party(ies))

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

STATE OF MARYLAND

276872

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Anderson, Henry S. T/A AR & B Construction
Address 1710 St. Margarets Road Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

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, Maryland 21061

RECORD FEE 18.00
POSTAGE .50
#332160 CYTT R03 T12:02
04/11/89

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Henry S. Anderson T/A AR & B Construction

Henry S. Anderson
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

18 SW

CONDITIONAL SALE CONTRACT NOTE

Henry S. Anderson T/A

TO: Baldwin Service Center, Inc. ("Seller")

FROM: AR & B Construction ("Buyer")

Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller)

1710 St. Margarets Road Annapolis, MD 21401 (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) 1985 Dresser Model 125-E Crawler Loader S/N 9725 with ROPS Canopy and 4 in 1 bucket

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 43,928.40; (2) Less DOWN PAYMENT in Cash \$ 7,350.00; (3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 36,578.40

*except that there shall be no payments made during the months of February and March of the years of 1990, 1991 and 1992.

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:

1710 St. Margarets Road Annapolis Anne Arundel Maryland (Street and Number, City, County, State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty six thousand five hundred seventy eight and 40/100 ***** Dollars (\$ 36,578.40) being the above indicated Contract Price (hereinafter called the "time balance") in 30 payments monthly installments, commencing on the 3rd day of May, 19 89, and continuing on the same date each month thereafter until paid; the first 29 installments each being in the amount of \$ 1,219.28 and the final installment being in the amount of \$ 1,219.28 with interest from the 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 of any installment and of the unpaid time balance after acceleration 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. 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, general intangibles, contract rights, furniture, 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, direct and indirect, however arising and from whatever source. 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 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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

Date: March 31 19 89

BUYER(S)-MAKER(S):

Accepted: Baldwin Service Center, Inc. (Print Name of Seller Here)

(SEAL)

Henry S. Anderson T/A AR & B Construction (Print Name of Buyer-Maker Here)

(SEAL)

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

By: [Signature] (Print Name of Co-Buyer-Maker Here)

(SEAL)

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

By:

This instrument prepared by

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ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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 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 plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), 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 plus said reasonable attorneys' fees, 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 any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fiftieth of 1% per day but not to 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, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** 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.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREOF EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("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. 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 written 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. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature)

(SEAL)

Signature
of
Seller

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 March 31, 1989

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

and Henry S. Anderson T/A AR & B Construction 1710 St. Margarets Road Annapolis, MD
 (Name) (Address) 21401

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 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 FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that 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 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. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (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 \$ 39,273.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 31st day of March, 19 89

Baldwin Service Center, Inc. (Seal)

(Seller/Lessor/Mortgagee)

By: [Signature]

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

FICA-L-5A

FORM UCC 1

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:

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

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): Charles J. Crook dba C & C Excavating 1 Gene Avenue Pasadena, MD 21122	2. Secured Party(ies) Address(es) And Name(s): Space Maker Systems Co., Div. The Space Maker Group, Inc. 3310 Childs Street Baltimore, MD 21226	3. Maturity Date (Optional): 4. For Filing Officer: Date, Time, File No., Filing Office: <p style="text-align: right;">276873</p> <p style="text-align: right;">539 REC 550</p>
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7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

One New Toyota Skid Steer Loader, Model 2SDK7
s/n 11174, Floation Tires, (2) 11.3 cu. ft. Buckets

One New Toyota Backhoe, Model 9MD2, s/n BBM80079
with 18" Bucket

One New Beck Trailer, Model EL-19,
s/n 44BH62024KLOO4188

Not Subject to Recordation Tax
 Proceeds - Products of the collateral are also covered.

5. Assignee(s) of Secured Party, Address(es):
 Toyota Motor Credit Corp.
 19001 S. Western Avenue
 Torrance, CA 90509

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

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

8. Signatures: (If debtor's signature omitted pursuant to G.S. 25-9-402 (2), indicate reason.) This instrument prepared by Secured Party and Assignee c Secured Party.

Charles J. Crook dba C & C Excavating Space Maker Systems Co., Div.
 The Space Maker Group, Inc.

By Charles J. Crook By [Signature]
 owner Debtor(s) [or Assignor(2)] Secured Party(ies) [or Assignee(s)]

FINANCING STATEMENT

Standard Form Approved by
 ALL STATES SHOWN ON STUB **UCC**

(1) Filing Officer Copy - Numerical

RECORD FEE 12.00
 #332170 0777 REC 112-03
 CK 04/11/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 3,000.00

FINANCING STATEMENT

FERNDAL CORPORATION, t/a Lou's Restaurant

Name or Names—Print or Type
7271 Baltimore Annapolis Blvd., Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

1. Debtor(s):

JOSEPH AMATO
Name or Names—Print or Type
7271 Baltimore-Annapolis Blvd., Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.
Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attached

4. If above described personal property is to be affixed to real property, describe real property.

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
RECORD TAX 21.00
POSTAGE **CK** .50
#332190 0777 R03 712:04
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):
Ferndale Corporation
By Joseph Amato
(Signature of Debtor)
Joseph Amato, President
Type or Print
Joseph Amato
(Signature of Debtor)
Joseph Amato
Type or Print

SECURED PARTY:
BALTIMORE CIGARETTE SERVICE, INC.
By Robert E. Carlucci, Pres.
(Company, if applicable)
Robert E. Carlucci, President
(Signature of Secured Party)
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Zell Margolis, Esq. 16 S. Calvert Street
Lucas Bros. Form F-1 Third Floor, Baltimore, Md. 21202-1301

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21-50

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 7271 Baltimore-Annapolis Blvd., Glen Burnie, Md. 21061 including 6 day restaurant beer and wine license. All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

276875

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

4 For Filing Officer Date, Time No Filing Office

1 Debtor(s) (Last Name First) and Address(es)
FARRELL THOMAS E.
FARRELL DONNA J.
LYONS CREEKS MHP # 11
LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)
PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706

RECORD FEE 12.00
 #332180 0777 R03 T12:04
 04/11/89

5 This Financing Statement covers the following types (or items) of property
1976 HARLETTE K AC -0- 14 X 70
SERIAL # P14270FK60008
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 241
WOODBIDGE, VA 22194

Products of the Collateral are also covered

8 Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

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)

FARRELL THOMAS E. **FARRELL DONNA J.** **PROFESSIONAL MH BROKERS**

By *Thomas E. Farrell* *Donna J. Farrell* By *DC J. J. J. J.*
 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

\$12.00

FINANCING STATEMENT

NOT TO BE RECORDED IN THE LAND RECORDS

NOT SUBJECT TO RECORDATION TAX

1. Name of Debtors: John W. Steffey, Sr. and White Acres, Inc.
 Principal Residence Address: 540 Baltimore Avenue Blvd
Severna Park, Maryland 21146

2. Name of Secured Party: The Maryland Deposit Insurance Fund Corporation, as Receiver of Old Court Savings and Loan, Inc.
 Principal Address: The Brokerage - Suite 301
 34 Market Place
 Baltimore, Maryland 21202
 and Gail M. Stern, Esquire
 Frank, Bernstein, Conaway & Goldman
 300 E. Lombard Street
 Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property: RECEIVING FEE 12.00
 POSTAGE CK .50
 #332200 0777 R03 712:05
 04/11/89

1. Assignment of and designation as a first beneficiary of the life insurance policy issued by American Guardian Life Assurance Company, Policy No. 0-219226519-LA as to John W. Steffey, Sr.

2. Assignment of the general and limited partnership interests held by the Debtors in the limited partnerships known as the Villages West Limited Partnership; the Homeland Acres Limited Partnership; and the Burwood Road Associates Limited Partnership, limited however, to Secured Party's right to receive cash distributions, profits and capital distributions from said partnership, and all proceeds from the sale or other transfer of such partnership interests.

RECORDED ON JAN 20, 1989 AT 03:24 PM
 IN THE FINANCING RECORDS OF THE MD. ST.
 DEPARTMENT OF ASSESSMENTS AND TAXATION
 ID # 90238144 RECEIPT # 139B2030029
 SEE BOTTOM OF PAGE FOR LIBER & FOLIO
 RECORDING FEE 12.00
 RECORDATION TAX
 * THIS SERVES AS YOUR RECEIPT *

90238144 90238145

1989 JAN 20 P 11

3096 1863

125

4. Proceeds of all collateral are also covered.

Debtors:

White Acres, Inc.

By: _____

John W. Steffey, Sr.

Secured Party:

The Maryland Deposit Insurance Fund Corporation, as Receiver of Old Court Savings and Loan, Inc.

By: *G. Richard Gray*

G. Richard Gray
Special Representative

To the Filing Officer:

Please return to:

Gail M. Stern, Esq.
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

10-27-88
6016K

3096 1864

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. **\$ 15,000.**

If this statement is to be 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 Leon and Barbara Vandenberg, d/b/a L. J. Berg, Inc., d/b/a The Medicine Shoppe

Address 8611 Fort Smallwood Road, Riviera Beach, Maryland 21122

2. SECURED PARTY

Name Medicine Shoppe International, Inc.

Address 1100 North Lindbergh Blvd., St. Louis, Missouri 63132

Mariann Delcalzo - Finance Department

Person And Address To Whom Statement Is To Be Returned 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, furniture, inventory, machinery, accounts receivable, contract rights, prescription files and general intangibles including but not limited to that shown on attached Exhibit "A", whether now owned or hereafter acquired.

Name and address of Assignee

RECORD FEE 14.00
 RECORD TAX 105.00
 POSTAGE **CK** .50
 #332220 CT77 R03 112*05
 04/11/89
 H. EARLE SCHAFER
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
 (Signature of Debtor)

Leon Vandenberg
 Type or Print Above Name on Above Line

[Signature]
 (Signature of Debtor)

Barbara Vandenberg
 Type or Print Above Signature on Above Line

10/1
52

[Signature]
 Leon Vandenberg, President of L.J. Berg, Inc.

[Signature]
 Leon Vandenberg, d/b/a The Medicine Shoppe
[Signature]
 (Signature of Secured Party)

Donald C. Schreiber
 Type or Print Above Signature on Above Line

All equipment, counters, Rx under counter units, shelves, work surfaces, bottle bays, gate file units, show cases, inventory, machinery, personal property, accounts receivable (including rights to payment under insurance claims), contract rights, franchises and license rights, prescription files, customer lists, customer profiles, promotional brochures, mailing lists, goodwill, general intangibles and choses in action, of every sort now owned or hereafter acquired by debtor, wherever located, in any way related to the operation by debtor of a certain pharmacy now or hereafter in existence, known as "The Medicine Shoppe", together with all cash and non-cash proceeds and products of any or all of the foregoing, including without limitation, all property purchased with the proceeds of the loan from secured party to debtor and all parts, fittings accessories, assessments, additions, substitutions, replacements and proceeds (including insurance proceeds) thereof.

FINANCING STATEMENT FORM UCC-1

276878

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 3/20/89 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020

RECORD FEE 11.00
#332230 0777 R03 T12:06
04/11/89
H. ERLE SCHAFER
Circuit Court

Person And Address To Whom Statement Is To Be Returned 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 Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 12/16/88, Schedule # 02, dated 1/26/89 between Assignor as Lessor and LEASE ACCOUNT # 881214 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 3/20/89 between Assignor and Assignee:

- 9 (nine) Executive Side Chair
- 1 (one) Executive/Hi Back Swivel Tilt
- 1 (one) Executive/Low Back Sofa
- 2 (two) Executive/Side Chair Wing Back
- 1 (one) Davis/Conf Table 144 x 48
- 1 (one) Davis/Hinged door cabinet
- 2 (two) Davis/Telephone cabinet
- 12 (twelve) Davis/WB110 Georgetown Chair
- 1 (one) Executive/Mgmt Chair
- 2 (two) Executive/Side Chair
- 1 (one) Davis/Lectum

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax

- (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

2288
Societe Generale Financial Corporation

M. A.
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed in Anne Arundel County

11.00

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 460 Page No. 520
Identification No. 246836 Dated April 15, 1983

1. Debtor(s) { Gischel Machine Co., Inc.
Name or Names - Print or Type 5511 Magie St. Balto., Md. 21225
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.
Name or Names - Print or Type 83 Forest Plaza Annapolis, Md. 21401
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
#332240 CTT7 R03 112#07
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: Feb. 16, 1989

First National Bank of Md.
Trudye N. Weisberg
(Name of Secured Party)

[Handwritten Signature]
(Signature of Secured Party)

Loan Accounting Officer
Type or Print (Include Title if Company)

152

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 382 Page No. 158
Identification No. 215794 Dated Jan. 18, 1978

1. Debtor(s) { Gischel Machine Co.
Name or Names - Print or Type 5511 Magie St. Balto., Md. 21225
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.
Name or Names - Print or Type 25 S. Charles St. Balto., Md. 21201
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
#332250 C777 R03 T12:07
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: Feb. 16, 1989

First National Bank of Md.
Trudye N. Weisberg
(Name of Secured Party)
Trudye Weisberg
(Signature of Secured Party)
Loan Accounting Officer
Type or Print (Include Title if Company)

1500

11-5³

BOOK 539 PAGE 561
MARYLAND FINANCING STATEMENT

276881

(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 Pollux Corporation
8280 Patuxent Range Road (Name or Names) Jessup, Maryland 20794
(Address)
LESSEE _____ (Name or Names) _____
_____ (Address) _____

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Capital Savings Bank, F.S.B.
of LESSOR _____ (Name or Names) _____
421 North Charles Street _____ (Address) _____
Baltimore, Maryland 21201

4. This financing Statement covers the following types (or items) of property:

Hydraulic Up Acting Press

RECORD FEE 11.00
POSTAGE CK .50
#332260 0777 R03 TL2:08
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Pollux Corporation
By: *Philip J. Wolf*
PHILIP J. WOLF (Title)
(Type or print name of person signing)
By: PRESIDENT
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: *Brian G. Connelly* Manager
Brian G. Connelly (Title)
(Type or print name of person signing)
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Gischel Machine Co., Inc.

 (Name)
7605 Energy Parkway

 (Address)
Baltimore, Maryland 21225

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Nicholas P. Lambrow

 (Name of Loan Officer)
25 S. Charles Street

 (Address)
Baltimore, Maryland 21201

~~Commercial Finance XXXXX~~

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

RECORD FEE CK 11.00
 POSTAGE .50
 #332270 0777 R03 112:09
 04/11/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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)
Gischel Machine Co., Inc. (Seal)
 _____ (Seal)
 (Signature)
James Gischel, President

 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

11/2

CO

276883

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 75218

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Century 21 Volke Realty
Address 4443 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address 100 Dutch Hill Road, Suite 124, Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT COST: \$4,019.74
TAX: \$ 28.14 Anne Arundel

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

RECORD FEE 13.00
POSTAGE .50
#332290 0717 ROB T12:10
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(SEE ATTACHED)

(Signature of Debtor)
CENTURY 21 VOLKE REALTY

Type or Print Above Name on Above Line
(SEE ATTACHED)

(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)

(Signature of Secured Party)

FIRST INTERSTATE CREDIT ALLIANCE, INC.
Type or Print Above Signature on Above Line

135 P



FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone: (212) 421-3600

LEASE NO.

100 Dutch Hill Rd. Suite 124, Orangetown, N.Y. 10962 914-365-1095

539 Part 564

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Century 21 Home Loan, 445 ...

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Electronic Telephone Systems, Inc., 4075 ...

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

Table with 2 columns: QUANTITY, DESCRIPTION. Includes items like 'Comdial Intecotech 1400 Telephone System'.

INGRID PESCIANI Notary Public, State of New York, No. 4929651, Qualified in Rockland County, Term Expires May 2, 1990

Handwritten signature: Ingrid Pesciani

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

Table with columns: CITY, COUNTY, STATE, FOR INITIAL TERM OF THIS LEASE (Amount of each rent payment, No. of rent payments, Total rent, Initial term of lease, Advance rent), AFTER INITIAL TERM (Renewal rent).

Terms and Conditions of Lease

- 1. Lessee hereby leases from Lessor... 2. Lessee requests Lessor to purchase equipment... 3. As used herein, "Actual Cost" means the cost to Lessor... 4. The initial term of this lease commences upon the acceptance hereof... 5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce... 6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments... 7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder...

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease THE EQUIPMENT IS LEASED HEREUNDER AS-IS AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE

ACCEPTED AT: [Signature]

DATE EXECUTED BY LESSEE: [Signature]

DATE: LESSOR: [Signature]

LESSEE: [Signature]

FIRST INTERSTATE CREDIT ALLIANCE, INC.

FULL LEGAL NAME AUTHORIZED SIGNATURE TITLE [Signature]

BY: [Signature] VICE PRESIDENT

BY: [Signature] AUTHORIZED SIGNATURE TITLE

LEASE COPY

5

8. If upon the expiration of the original term or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term, and payment along with such notice of renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for statements or a reproduction hereof as a financing statement. Lessor is hereby authorized to file one or more financing

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use hereof excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment; (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below); (iv) any ITC indemnification (as defined below) attributable to the equipment; and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (i), (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value" as used herein means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g. 24 monthly installments of rent at \$100 each) would have a Present Value of \$2,243.34 using a discount rate of 12%. For purposes of discounting any rent under this lease to its Present Value for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair or (b) pay Lessor in cash the then Fair Value of the equipment. Destroyed or damaged beyond repair, Lessee at the option of Lessor shall: (a) replace same with like equipment in good repair or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay, promptly when due, all charges and taxes, local, state and federal, which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement in any jurisdiction where the Uniform Commercial Code is in effect. Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind and wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest, fixtures, furniture, equipment and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise, and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate, sell or otherwise dispose of this lease or any interest therein, or (b) sublet or lease equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees, Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to Lessee. Each such assignment and/or mortgage shall be subject to the terms and conditions of this lease and Lessee shall remain liable to Lessor for the balance of Total Rent to the extent of any assignment or mortgage. Lessee shall defend, counterclaim or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1.15% of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessor, except in any jurisdiction where such action is not permitted by law, for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any part of the amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee's amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment if Lessee, waiving any and all rights to any judicial hearing prior to any such taking, wherever same may be located, with all additions and substitutions; but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely; but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full and Lessor may, (B) retain the equipment; or (C) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment) or (D) retain equipment and attempt to lease of same (applying 80% of the reasonable fair market value of the equipment, as determined by Lessor for the unexpired initial term hereof, to the then Fair Value of the equipment); Lessee remaining unconditionally liable for plus said reasonable attorneys' fees (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment ends that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing Lessee and Lessor agree to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected, located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

339 44-565

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind including but not limited to extensions, modification and compromises to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee, nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

(Guarantor) (L S) Mark Volke (Guarantor) (L S)

(Guarantor) (L S) _____ (Guarantor) (L S)

539 563

276883

CO

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 75218

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Century 21 Volke Realty
Address 4443 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.
Address 100 Dutch Hill Road, Suite 124, Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

EQUIPMENT COST: \$4,019.74
TAX: \$ 28.14 Anne Arundel

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH. THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

RECORD FEE 13.00
POSTAGE .50
#32280 0777 R03 T12:10
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(SEE ATTACHED)

(Signature of Debtor)
CENTURY 21 VOLKE REALTY

Type or Print Above Name on Above Line
(SEE ATTACHED)
(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)
(Signature of Secured Party)

FIRST INTERSTATE CREDIT ALLIANCE, INC.
Type or Print Above Signature on Above Line

13 P



FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone: (212) 421-3600

LEASE NO.

100 Dutch Hill Rd. Suite 124, Orangetown, N.Y. 10962 914-365-1095

539 PAGE 564

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Company of ...
...
...
...

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

...
...
...
...

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
1	Commercial Broadcast 1400 Telephone System
1	Commercial Broadcast 1400 TSW, Serial No. 111
10	Electronic Boy Telephones

INGRID PESCHIANI
Notary Public, State of New York
No. 4929651
Qualified in Rockland County
Term Expires May 2, 1990

Ingrid Peschiani

LOCATION OF EQUIPMENT: STREET ADDRESS

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

CITY:

COUNTY:

STATE:

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 134.00	30	\$ 4021.50	30	\$	\$
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX IF APPLICABLE)	MONTHS	(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.
- Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease THE EQUIPMENT IS LEASED HEREUNDER AS-IS AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE

ACCEPTED AT: Orangetown, NY

DATE EXECUTED BY LESSEE: 2-26-89

DATE: LESSOR: [Signature]

LESSEE: [Signature]



FIRST INTERSTATE CREDIT ALLIANCE, INC.

BY [Signature] FULL LEGAL NAME
AUTHORIZED SIGNATURE TITLE

BY [Signature]
VICE PRESIDENT

BY [Signature] AUTHORIZED SIGNATURE TITLE

LEASE COPY

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14820

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1368.88

If this statement is to be recorded in land records check here. []

This financing statement Dated 1-16-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DEBORAH S. SAMUELS
Address 3926 N. ROLLING RD. PIKESVILLE, MD. 21208

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)

Table with 2 columns: Name and address of Assignee, Amount. Rows: RECORD FEE 11.00, RECORD TAX 10.50, POSTAGE .50

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

(1) DIAMOND RING

477090 0777 R03 T12+13
04/11/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

Deborah S. Samuels
(Signature of Debtor)

DEBORAH S. SAMUELS
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 ADMIN. ASST.
Type or Print Above Signature on Above Line

Handwritten numbers: 1117, 1050, 30

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1405.54

If this statement is to be recorded in land records check here.

This financing statement Dated 12/20/88 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RONALD C. & LINDA M. FRAZIER
Address 645 COLERAINE RD., BALITMORE, MD. 21229

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)

RECORD FEE 11.00
RECORD FEE 1.00
RECORD TAX 10.50
POSTAGE .50

Name and address of Assignee

4332300 0777 003 112:14
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY

GARDEN EQP
MUSICAL INSTRUMENT VCR
PHOTO EQP TV
STEREO EQP

CK
REC FEE 11.50
DUCSTM 8.25
VOID
REC FEE 11.50-
VOID
DUCSTM 8.25-

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

REC'D FOR REC JAN 31 1989
& RECORDED IN THE FINANCING RECORDS OF
BALTIMORE CITY, LIBER S.E.B.
PAGE SAUNDRA E. BANKS, CLERK
INSTRUMENT MAILED TO SECURED PARTY

Ronald C. Frazier
(Signature of Debtor)

RONALD C. FRAZIER
Type or Print Above Name on Above Line

Linda M. Frazier
(Signature of Debtor)

LINDA M. FRAZIER
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

1150

825

1050

B00

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

539

FILE 568

276887

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. \$ 1332.37

If this statement is to be recorded in land records check here.

This financing statement Dated 3-22-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANDREW SPARENBERG

Address 107 GLENWOOD DRIVE

2. SECURED PARTY

GLENB URNIE MD 21061

Name AVCO FINANCIAL SERVICES

Address POBOX 997

GLENB URNIE MD 21061

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

#332310 CT77 R03 T12:14

04/11/89

Person And Address To Whom Statement Is To Be Returned If Different From Above

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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 PERSONAL CONSUMER PROPERTY

10 SPPED BIKE, MARANTTZ STEREO COMPONENT SYSTEM, TV. TYPEWRITER

VCR. CD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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/ 250 80

ANDREW SPARENBERG (Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOYCE RALEY (Signature of Secured Party)

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 14977

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2803.77

If this statement is to be recorded in land records check here.

This financing statement Dated 3-23-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN F. KURSCH

Address 1024 SPA RD. ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BXO 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"

RECORD FEE 11.00
RECORD TAX 21.00
POSTAGE CK .50
#332320 CT77 R03 T12+15
04/11/89

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

H. ERLE SCHAFER
HA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above 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 John F. Kursch

(Signature of Debtor)

JOHN F. KURSCH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Gina Jordan

(Signature of Secured Party)

GINA JORDAN ADMIN. ASSK.

Type or Print Above Signature on Above Line

Handwritten notes: 2/1-50

539 570

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 276883
14860

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1961.82

If this statement is to be recorded in land records check here.

This financing statement Dated 1-31-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN T. & DONNA J. BUSH
Address 10644 LIBERTY RD. APT. A RANDALLSTOWN, MD. 21133

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

FIREARMS
TV (2)
TYPEWRITER
VCR
9-PC. DINNETTE GROUP

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE GK .50
#332330 0777 R03 T12+15
04/11/89

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

12-
14-
-50

John T. Bush
(Signature of Debtor)

JOHN T. BUSH
Type or Print Above Name on Above Line

Donna Jo Bush
(Signature of Debtor)

DONNA J. BUSH
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3262.57

If this statement is to be recorded in land records check here.

This financing statement Dated 2-06-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FREDERICK W. FOOTE III
 Address 1297 SEABRIGHT DRIVE, ANNAPLOIS, MD. 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address P.O. BOX 888 997
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	
RECORD FEE	11.00
RECORD TAX	24.50
POSTAGE	.50

#332340 0777 003 112*16

04/11/89

CK

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

- BINOCULARS
- FIREARMS
- STEREO EQP
- TV (2)
- MICROWAVE
- VCR

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

F. W. Foote III
 (Signature of Debtor)

FREDERICK W. FOOTE III
 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 ADMIN. ASST.
 Type or Print Above Signature on Above Line

11 245 .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. \$ 1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 2-08-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CRAIG M. & BONNIE B. LINGHOR

Address 1802-A FORREST AVE. 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

RECORD FEE 12.00
RECORD TAX CK 10.50
POSTAGE .50
#332350 0777 R03 712416
02/11/89
H. EARLE ROCHASER
AA CO. CIRCUIT COURT

"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)

Craig M. Linghor
(Signature of Debtor)

CRAIG M. LINGHOR
Type or Print Above Name on Above Line

Bonnie B. Linghor
(Signature of Debtor)

BONNIE B. LINGHOR
Type or Print Above Signature on Above Line

Joyce M. Raley
(Signature of Secured Party)

JOYCE RALEY MGR.
Type or Print Above Signature on Above Line

12-

15.00

.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 Identifying File No. 276801

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2548.89

If this statement is to be recorded in land records check here.

This financing statement Dated 3-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RODERICK G. & LYNDENSA BEST
 Address 9316-L SPRING HOUSE LN. LAUREL, MD. 21708

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)

RECORD FEE	12.00
RECORD TAX	21.00
POSTAGE	CK .50
#332360 0777 R03 112 16	
04/11/89	
H. ERLE SCHAFER	
AA CO. CIRCUIT COURT	

"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)

Roderick G. Best
 (Signature of Debtor)

RODERICK G. BEST
 Type or Print Above Name on Above Line

Lyndessa Best
 (Signature of Debtor)

LYNDESSA BEST
 Type or Print Above Signature on Above Line

Gina Jordan
 (Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
 Type or Print Above Signature on Above Line

13
21
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 **539** PAGE **574**

276892
 Identifying File No. 14968

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1223.33

If this statement is to be recorded in land records check here.

This financing statement Dated 3-17-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DANIEL K. & DANNETTE M. MILLER

Address 3559-C REDCLOUD CT. 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	
RECORD FEE	12.00
RECORD TAX	10.50
TOTAL	22.50
#332370 CTTT R03 T12:17	
04/11/89	

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY" ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) _____

POSTAGE .50
 #332380 CTTT R03 T12:17
 04/11/89

H. ERLE SCHAFER

GK AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) _____

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Daniel K. Miller
 (Signature of Debtor)

DANIEL K. MILLER
 Type or Print Above Name on Above Line

Dannette Miller
 (Signature of Debtor)

DANNETTE M. MILLER
 Type or Print Above Signature on Above Line

Steve Campbell
 (Signature of Secured Party)

STEVE CAMPBELL ASST. MGR.
 Type or Print Above Signature on Above Line

12-105250

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1850.26

If this statement is to be recorded in land records check here.

This financing statement Dated 2-13-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name IRVING AND DEBORAH BURDGE

Address 1920 A PATTON DR FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES INC

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 CONSUMEMR PERSONAL PROPERTY
RECORD FEE 12.00
PROPERTY TAX CK 14.00
POSTAGE .50
#332390 C777 R03 T12:17
04/11/89
H. ERLE SCHAFER
CLERK OF DISTRICT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on:
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to:
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Irving L. Burdge

IRVING BURDGE
Type or Print Above Name on Above Line

Signature of Debtor: Deborah Burdge
DEBORAH BURDGE

Type or Print Above Signature on Above Line

Signature of Secured Party: Joyce M. Raley
JOYCE M RALEY MGR.

Type or Print Above Signature on Above Line

Handwritten numbers: 12, 14, 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. \$ 2548.89

If this statement is to be recorded in land records check here.

This financing statement Dated 2-28-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GREER HARDESTY

Address 81 W WASHINGTON ST. ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

Name and address of Assignee	
RECORD FEE	11.00
RECORD TAX	21.00
POSTAGE	.50
#332400 0777 R03 T12:18	
04/11/89	
H. ERLE SCHAFER	
AA CO. CIRCUIT COURT	

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Greer Hardesty
 (Signature of Debtor)

GREER HARDESTY
 Type or Print Above Name on Above Line

 (Signature of Debtor)

2150
 Type or Print Above Signature on Above Line

Gina Jordan
 (Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
 Type or Print Above Signature on Above Line

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

~~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.

GAROFOLO, Philip F., Jr. D/B/A
Bristol Excavating & Landscaping
1102 Wrighton Road
Lothian, MD 20711

CROSS INDEXING REQUESTED

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE REGISTRATION FEE 12.00
- AMENDMENT POSTAGE .50
- ASSIGNMENT #332460 0777 R03 113:09
- PARTIAL RELEASE OF COLLATERAL 04/11/89
- TERMINATION ERLE SCHAFER
AA CO. CIRCUIT COURT

Name & address of Secured Party

Baldwin Service Center
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 334963 with Cab, Extendahoe, 24" Bucket
One Centreville Model 1030 Nine Ton Tag-A-Long Trailer S/N 1C90T2634K1193846
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS,
REPLACEMENT PARTS, 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:

GAROFOLO, Philip F., Jr. D/B/A
Bristol Excavating & Landscaping

Baldwin Service Center

Signature of Debtor if applicable (Date)

Phillip F. Garofolo, Jr.
Phillip F. Garofolo, Jr., Owner/Individual

Signature of Secured Party if applicable (Date)

Rhoda L. Baldwin, Chrm.
Rhoda L. Baldwin, Chrm.

3/21/89
7800

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER _____

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

E.L. Gardner, Inc.
1914 Forest Drive
Annapolis, MD 21401

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

McClung Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Name & address of Assignee

Associates Commercial Corp.
8002 Discovery Drive #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 (1) VME Model 160 Wheel Loader SN/ 60260 complete with all present and future attachments, accessories, repairs, additions, replacement parts and the proceeds thereof.

REPAIRS 11.00
POSTAGE CK .50
#332470 CY77 R03 113:09
04/11/89

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.

AA CO. CIRCUIT COURT

Describe Real Estate if applicable:

E.L. Gardner, Inc.

Signature of Debtor if applicable (Date)

E.L. Gardner, Jr. Pres 3/27/89
E. L. Gardner, Jr., Pres

McClung Logan Equipment Co., Inc.

Signature of Secured Party if applicable (Date)

Robert Matz, CEO
Robert Matz, CEO

1/50

1,8982.1

STATE OF MARYLAND PAGE 579

276897 8982.1

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Dock Hershman Inc.
Address 116 Camros Ave.; Baltimore xxx MD 21225

2. SECURED PARTY

Name ADVANTA LEASING CORPORATION
Address 1010 kings Highway South
Cherry hill, N.J. 08034
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

4- 30 yeard containers (roll Off)
model - 543
Serial Numbers: 56525, 56520, 56635, 56631

Name and address of Assignee

RECORD FEE 13.00
#332490 0777 R03 T13:10
04/11/89

" Not subject to Recordation Tax."

" Equipment Lease does not create a Security Interest."

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph T. Kowany Attorney
(Signature of Debtor) in fact

Dock Hershman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Donna M. Morise
(Signature of Secured Party)

Advanta Leasing Corporation
Type or Print Above Signature on Above Line

13 00

Equipment Lease Agreement

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

MAKE -- DESCRIPTION	MODEL NO.	SERIAL NO.
4 30 YEAR ROLLOFF CONTAINERS	543	56525 56520 56635 56631

Equipment Location: _____ Street Address _____ City _____ State _____ Vendor Name: PILZ AND ASSOC INC.

SCHEDULE OF PAYMENTS DURING INITIAL TERM OF LEASE.

Term of Lease Number of Months	Lease Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	AMOUNT OF EACH LEASE PAYMENT				Total Advance Lease Payments Representing the First Month and Last Month's Rent	Security Deposit
		Lease Payment	Tax	Other	Total		
48	<input checked="" type="checkbox"/>	376.40		-		\$ 752.80	\$ -

Additional Provisions _____

1. LESSOR hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months specified above at a lease rate as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to the LESSOR of all the Equipment to be leased hereunder. The Lease Payments shall thereafter continue in accordance with and as provided in the schedule of Lease Payments as set forth herein. The amount of each Lease Payment is based upon the estimated total cost of the Equipment including, if applicable, the cost of installation and other related costs thereof. The Lease Payments shall be adjusted proportionately upward or downward if the actual total cost of the Equipment exceeds or is less than the estimate and Lessee authorizes Lessor to adjust the Lease Payments by up to fifteen percent (15%) in that event. All Lease Payments by LESSEE shall be payable at the office of the LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes the LESSOR the use of the advance Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease.

2. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above equipment from the Supplier, Vendor and/or Manufacturer (sometimes collectively referred to in this Lease as "Supplier") based on its own judgment, knowledge and inspection and expressly disclaims any reliance upon any statements, express warranties, implied warranties, or representations made by the Supplier, Vendor or Manufacturer. Lessee further acknowledges and agrees that Lessee, in executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties, or representations if any, by the supplier, or any salesman, employee, representative or agent of the supplier, have not been relied upon, and shall not in any way affect Lessee's obligation to make the Lease Payments and otherwise perform as set forth in this Lease. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any direct or indirect special or consequential damages, and without limiting the generality thereof including for any loss, cost or damage to Lessee and others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any undertaking by the Supplier, Manufacturer or Vendor, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such undertaking will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition. LESSEE understands and acknowledges that there is no agency, joint venture or similar relationship between the LESSOR and any Supplier, Manufacturer, Vendor or any other person, firm, company or entity. In the event LESSEE now has, or in the future is adjudicated to have, any rights under any law or by any other means against any such Supplier, Manufacturer, Vendor or other person regarding any statement, expressed warranty, implied warranty or representation made by such Supplier, Manufacturer, Vendor or other person (notwithstanding the aforesaid express disclaimer of any such reliance upon any such statement, express warranty, implied warranty or representation), then such rights, if any, will not release LESSEE from its obligations to LESSOR to make Lease Payments, to keep, maintain, and surrender the Equipment in good condition, and to perform LESSEE'S other obligations under this Lease.

3. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the Supplier. LESSEE agrees to accept such delivery and agrees that the validity of this Lease shall not be affected by any delay in shipment by the Supplier. In the event the LESSEE has not executed a Delivery and Acceptance Receipt upon installation of the Equipment, then LESSEE shall have 48 hours after receipt by LESSEE of the Equipment to give LESSOR written notice specifying any defect in the Equipment and if said notice has not been received by LESSOR within this period of time, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in the Lease. In the event LESSEE does notify LESSOR as required herein, that LESSEE has not accepted the Equipment then notwithstanding any provisions to the contrary contained herein, LESSEE agrees that in consideration of the termination of this Lease by LESSEE, that LESSOR shall be entitled to retain all advance Lease Payments heretofore made by the LESSEE to the LESSOR.

4. USE. LESSEE shall use Equipment solely in the conduct of its business, and in a careful and proper manner, and will not assign this Lease or its interest hereunder. Additionally, the LESSEE, at its own cost and expense shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. LESSEE shall not make any material alterations to Equipment without the prior written consent of LESSOR. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of LESSOR and shall be deemed incorporated in Equipment and subject to the terms of this Lease as if originally leased hereunder. LESSEE covenants that it will make lawful use of the Equipment.

By execution hereof, the signor hereby certifies that he has read this lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND NO REPRESENTATION AS TO THE

EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

THIS IS A NON-CANCELLABLE LEASE

DOCK HERSHMAN INC.
Lessee Name: _____
116 CAMROS AVE
Street Address: _____
BALTO MD 21225
City: _____ County: _____ State: _____ Zip: _____
301-789-4873
Phone: _____
Dock William Hershman Inc. 2/14/88
Signature & Title of Corporate Officer, Partner or Proprietor _____ Date: _____
Witness _____ Date _____

GUARANTEE

In consideration of Advanta Leasing Corp. ("LESSOR") entering into the above equipment lease agreement (the "Lease"), the Undersigned unconditionally guarantees to LESSOR the prompt payment in full, when due, of all of LESSEE'S obligations under the Lease including without limitation, every Lease Payment payable under the Lease. LESSOR shall not be required to proceed against LESSEE or the Equipment or enforce any other remedy before proceeding against the Undersigned. The Undersigned agrees to pay all attorney's fees and other expenses incurred by LESSOR by reason of any default by the LESSEE. The Undersigned waives notice of acceptance hereof and all other notices or demands of any kind to which it may be entitled and consents that LESSOR may, without affecting Undersigned's liability, compromise or release, on terms satisfactory to it or by operation of law or otherwise any rights against, and grant extensions of time of payment to LESSEE and other obligors and guarantors, and may consent to the transfer of the Equipment and the Lease. This is a continuing Guaranty and shall not be discharged or affected by death of the Undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of the LESSOR to the same extent the LESSOR may, itself enforce it.

Dock William Hershman Inc. 2/14/88
Guarantor Signature _____ Date _____
X _____
Witness _____ Date _____
X _____
Guarantor Signature _____ Date _____
X _____
Witness _____ Date _____

DELIVERY AND ACCEPTANCE RECEIPT

Gentlemen _____ Date _____
We, the undersigned, hereby certify that all the Equipment described above and/or covered by the above Lease number, in accordance with said Lease Agreement, has been delivered and/or installed in good condition and inspected and accepted by us as satisfactory. The decals, labels, etc. if required and supplied, have been affixed to the items listed above. We approved payment by you to the Supplier.

Lessee Name: DOCK HERSHMAN INC.
by X Dock William Hershman Inc.
Authorized Signature and Title _____ Date: _____
DOCK WILLIAM HERSHMAN
Print Name _____

ACCEPTED BY ADVANTA LEASING CORP. (Lessor)

By: _____ Date: _____
Lease #: _____

5. LOCATION AND IDENTIFICATION. Equipment shall be identified by a unique identification number which shall be stamped on the equipment. The LESSOR shall be responsible for the identification of the equipment. The LESSOR shall be responsible for the identification of the equipment. The LESSOR shall be responsible for the identification of the equipment.

6. TIME. Time being of essence to this agreement, in the event that any Lease Payment is not received by LESSOR within five days from its due date, LESSOR agrees to be deemed in default. LESSOR shall be deemed in default if it fails to pay any Lease Payment when due. LESSOR shall be deemed in default if it fails to pay any Lease Payment when due. LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

7. LOSS AND DAMAGE. Upon shipment of Equipment to LESSEE, the LESSOR hereby assumes the risk of loss and damage to the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment.

8. INSURANCE. LESSEE shall carry public liability insurance, both personal injury and property damage, covering the use of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment.

9. TAXES AND OTHER FEES. LESSEE shall comply with all laws and regulations relating to and applicable to the use of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment.

10. TITLE. Title to the Equipment shall remain in LESSOR. LESSEE shall have no right, title or interest in the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment. The LESSOR shall be responsible for the replacement of the Equipment.

11. DEFAULT. In the event LESSEE shall default in the payment of any Lease Payment, additional Lease Payments due hereunder for a period of five (5) consecutive days thereafter, or in the event of any default or breach of the terms and conditions of this Lease, the LESSOR shall be deemed in default. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

12. CUMULATIVE REMEDIES. All remedies of LESSOR hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

13. RETURN OF EQUIPMENT. On termination or expiration of this Lease, and on request of LESSOR, LESSEE shall return the Equipment to LESSOR in the same condition as received, reasonable wear and tear excepted. The LESSOR shall also pay to the LESSOR such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

14. RENEWAL. Unless LESSEE sixty (60) days prior to the expiration of the Lease notifies LESSOR in writing of its intention to terminate this Lease at its expiration date, then this Lease shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

15. ASSIGNMENT. This Lease or any Equipment or any Lease Payments or other sums due or to become due hereunder may be transferred or assigned by LESSOR without notice, and in such event LESSOR'S transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder and LESSEE'S obligations hereunder shall not be subject to any defense, offset or counter-claim available to LESSEE against LESSOR.

16. CONFLICTS. If any provisions of this Lease are in conflict with any statute or rule of law of any state or territory where it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions thereof. For the sole purpose of resolving any problem of conflict of laws with respect to the execution of this Lease, it is agreed that this instrument shall be deemed to be executed solely in the state of New Jersey.

17. NOTICES. All notices relating hereto shall be in writing and delivered in person to an officer or representative, successor and assigns, of LESSOR and LESSEE and their respective legal representatives. This Lease shall be binding upon LESSOR and LESSEE and their respective legal representatives. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

18. CAPTIONS. Captions are included for convenience of reference only, and shall not be construed to alter or vary the text hereof. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

19. ACCESS. If Equipment is removed, with or without the consent of LESSOR from the address specified above, LESSEE shall, whenever requested, advise LESSOR of its exact location. LESSOR may, for the purposes of inspection at all reasonable times, enter upon any job building or place where Equipment is located and may remove Equipment forthwith without notice to LESSEE if it is in the opinion of LESSOR, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

20. INDEMNITY. LESSEE shall and does hereby agree to indemnify and save LESSOR, its successors, and assigns harmless from and all liability, damage, or loss, including reasonable attorneys' fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of whether, and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by LESSEE), maintenance, delivery and return of the Equipment, or in the event that the LESSEE shall be held liable hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the LESSEE. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

21. FURNISH AND CONSTRUCTION. With the intent of enforcing LESSOR to enter into the Lease, LESSEE expressly agrees that where subject matter and personal jurisdiction exists in the State of New Jersey or at LESSOR'S sole option, the State in which the LESSOR maintains a business location at which this Lease was accepted by LESSOR shall be the State in which the LESSOR maintains a business location at which this Lease was accepted by LESSOR.

22. INDEMNIFICATION FOR LOSS OF TAX BENEFITS. LESSEE agrees that it and LESSOR have entered into this Lease on the assumption that LESSOR or any assignee of LESSOR shall be entitled to all deductions, credits, and other tax benefits which are provided by Federal, State or Local income tax laws to an owner and LESSOR of new Personal Property intended for domestic use by a person which is neither a governmental entity nor a tax-exempt organization (the "Tax Benefits"). In the event that LESSOR shall lose the right to claim, or there shall be disallowance or recapture with respect to LESSOR, all or any portion of the Tax Benefits will result to any item of Equipment (any asset) owned by LESSOR, and notwithstanding anything contained in this Lease, LESSOR shall be deemed to have assigned to LESSOR, and shall be deemed to have assigned to LESSOR, all or any portion of the Tax Benefits with respect to any item of Equipment (any asset) owned by LESSOR, and notwithstanding anything contained in this Lease, LESSOR shall be deemed to have assigned to LESSOR, and shall be deemed to have assigned to LESSOR, all or any portion of the Tax Benefits with respect to any item of Equipment (any asset) owned by LESSOR.

23. ENTIRE AGREEMENT CHANGES. This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except by a writing signed by an executive officer of the LESSOR. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

24. MISCELLANEOUS. This Lease shall be binding when accepted in writing by the LESSOR in which the Lessor maintains a business location at which this Lease was accepted by LESSOR, and shall be governed by the laws of the State of New Jersey or, at LESSOR'S sole option, the State in which the Lessor maintains a business location at which this Lease was accepted by LESSOR. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

25. OTHER COVENANTS AND WARRANTIES OF LESSEE. LESSEE agrees that this Lease is irrevocable for the full term thereof, that LESSEE'S obligations under this Lease are absolute and shall continue without abatement and regardless of any reason including war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure to deliver, failure of the equipment property to operate, termination by operation of law, or any other cause. The LESSOR shall be deemed in default if it fails to pay any Lease Payment when due.

Revised 11/87-15

RECEIVED

REC

NOV 11 1987

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 4/1/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WALTER ALLEN TOLLIVER
Address 280 COLLEGE MANOR DRIVE ARNOLD MARYLAND 21012

2. SECURED PARTY

Name BALDWIN SERVICE CENTER, INC.
Address 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above
RECORD FEE 11.00
POSTAGE CK .50
#332490 0777 R03 T13:10
04/11/89

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# L2550DT-8 SN#
1 - NEW KUBOTA LOADER MN# BF400 SN#
1 - NEW KUBOTA MID MOWER MN# RC60-25 SN#
1 - NEW LNDPR RAKE MN#LR2572 SN#
1 - NEW LNDPR SCRAPER MN# BB2572-42 SN#

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

KUBOTA CONTRACT # 13400 - 817036

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

WALTER ALLEN TOLLIVER
Type or Print Above Name on Above Line

(Signature of Debtor)

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

Handwritten mark: 11-50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

276899

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 #6642

Name General Elevator Company, Incorporated
Address 601 Nursery Road, Linthicum Heights, MD. 21090

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)

MITA Model #DC2585 copier S/N#36010971 with RADF document feeder, 10 bin collater and matching stand, with all attachments and accessories.

RECORD FEE 11.00
POSTAGE .00
Name and address of Assignee
#332500 0777 R03 T13-15
CK 04/11/89
H. DIRL SCHAEFER
AA CO. CIRCUIT COURT

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)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David A. Quaranta MIS Director
(Signature of Debtor)

David A. Quaranta MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
(Signature of Secured Party)

Thomas E. Myers, Treas.
Type or Print Above Signature on Above Line

11/2

STATE OF MARYLAND

276900

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 \$6640

Name General Elevator Company, Incorporated

Address 601 Nursery Road, Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing Incorporated

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) IBM Model 30 with 20 MB Hard Drive
- One (1) Color Display 12IN S/N:0541151
- One (1) Lotus 1-2-3 with value Pk,3.5
S/N:P010430418679
- One (1) Each add'l User F/251890 Ea (5) Dos 3.3
- IBM Proprinter XL24E S/N:2008566
- One (1) Cable: Entre IBM Par 15ft.

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.30
#332510 0777 R03 T13:15	
04/11/89	

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX

THIS FILING IS INTENDED TO REPRESENT A CONDITIONAL SALES TYPE CONTRACT

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David A. Guaranta MIS Director
(Signature of Debtor)

David A. Guaranta MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
(Signature of Secured Party)

Thomas E. Myers, Treas.
Type or Print Above Signature on Above Line

11/10

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

276901

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 Davis/Stebbins Broadcast Group (A Corporation)
Address 629 Sean Drive, Annapolis, MD. 21401

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) SLT Laptop 20M (Compaq)
- One (1) Amdek VGA Color Monitor
- One (1) SLT Nylon Carrying Case
- One (1) NEC P2200 Printer and Cable
- One (1) Dos - Compaq 3.3
- One (1) Box of High Density 3.5" Diskettes

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#332520 0777 R03 113-16
04/11/89

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

THIS FILING IS INTENDED TO REPRESENT A CONDITIONAL SALES TYPE CONTRACT.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

THS D PRESIDENT
(Signature of Debtor)

Thomas G. Davis PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers
(Signature of Secured Party)

Thomas E. Myers Treas
Type or Print Above Signature on Above Line

11/20

276902

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 3-31-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Country Club Construction Co., Inc.
Address 203 Mission Street, Pasadena, Maryland 21122

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.
Address 1805 Cherry Hill Road
Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) Melroe Bobcat Model 743 S/N 5019 43963
With Flotation Tires & 60" Bucket w/teeth

THIS COVERS A CONDITIONAL SALES CONTRACT.

RECORD FEE 11.00
POSTAGE .50
#332530 CTTY ROB 113-17
04/11/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

Country Club Construction Co., Inc.
James Crawford, Vice President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ASSIGNEE

Clark Credit Company
500 Circle Drive
Buchanan, Michigan 49107

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison
(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line

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 EARL DWIGHT SPURLIN

Address 1314 PAUL DRIVE SEVERN, MD 21144

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO., INC.

Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MD 20772

J.I. CASE CREDIT CORP. 5790 WIDEWATERS PKWY SYRACUSE, NY 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) CASE MODEL 580K TRACTOR LOADER EXTENDAHOE CAB

S/N JJG0016627

Name and address of Assignee

RECORD FEE CK 11.00
POSTAGE .50
#332550 0777 R03 T13+21
04/11/89

THIS IS A RETAIL INSTALLMENT 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)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
P.O. Box 601
Syracuse, N.Y. 13214

Earl Dwight Spurlin
(Signature of Debtor)

EARL DWIGHT SPURLIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay Weamer
(Signature of Secured Party)

JAY WEAMER, SALES MANAGER

SUIT & WELLS EQUIPMENT CO., INC.

Type or Print Above Signature on Above Line

11/5

- ~~To~~ be recorded
- (1) in the Financing Records of Anne Arundel County, Maryland
- (2) in the Land Records of Anne Arundel County, Maryland
- (3) in the Financing Records of the Maryland State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TAX-PROPERTY ARTICLE, TITLE 12, ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

- | | |
|---|--|
| 1. Debtor: | Address of Debtor: |
| WILLIAM F. CHESLEY | 9320 Annapolis Road
Lanham, Maryland 20706 |
| 2. Secured Party: | Address of Secured Party: |
| SOVRAN BANK/MARYLAND,
a Maryland banking corporation | 6610 Rockledge Drive
Bethesda, Maryland 20817 |

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

RECORD FEE 17.00
POSTAGE .50
BUILDING POI 114152
04/11/89
E SCHAFER
CIRCUIT COURT
CK

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 Real Property and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and

12

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 thereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupancy of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

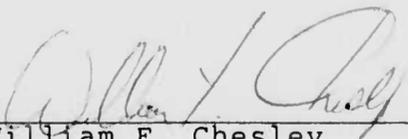
4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party under the provisions of a Deed of Trust of even date herewith by and between the Debtor and trustees for the benefit of the Secured Party which secures a loan made by the Secured Party to the Debtor.

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, Maryland, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: April, 10, 1989

 (SEAL)
William F. Chesley

Mr. Clerk: Please return to:

Dennis C. Brady, Esquire
O'Malley, Miles & Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

97/25:3/89

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lot numbered two (2), in the subdivision known as "MINOR SUBDIVISION OF 301 FIFTY ASSOCIATES", as per plat thereof recorded in Plat Book 104 at plat 17, among the Land Records of Anne Arundel County, Maryland. Being in the 2nd Election District of said County.

FINANCING STATEMENT

Not subject to recordation tax *
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): M.D.B. Trucking, Inc.
Address: 1733 Friar Court
Crofton, MD 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
MD-B-34-2

3. This Financing Statement covers the following types (or items) of property:
One used, 1986 Freightliner Dump Truck, Serial #1FVXYDY97GH282638, with a used 14' R/S Aluminium Dump Body, Serial #86020198.

RECORD FEE 11.00
POSTAGE .50
#333630 0777 R03 T14:50
04/11/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

M.D.B. Trucking, Inc.

Debtor(s):

By: *Melody D. Boarman*
Melody D. Boarman, President/Sec.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *David E. Klein*
David E. Klein, Asst. Vice-President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

*This financing statement is exempt from recordation tax because the lien was perfected by filing with the Motor Vehicle Administration

1150

Not subject to recordation tax *
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Dennis L. and Melody D. Boarman
Address: T/A MDB Trucking
1733 Friar Court
Crofton, MD 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910
MD-B-34-2

3. This Financing Statement covers the following types (or items) of property:
One used, 1985 Ford Model LTL 9000 Dump Truck, Serial #1FDZA90W5FVA64250, with a Used R/S 14' Aluminium Dump Body, Serial #85081031.

RECORD FEE 13.00

POSTAGE .50

1133350 0777 R03 T14451

04/11/89

H. ERLE SCHAFER

AA CO. CORALIE COURT

CK

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Dennis L. and Melody D. Boarman
T/A MDB Trucking
Debtor(s):

By: Melody D. Boarman
Melody D. Boarman, Proprietor

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein
David E. Klein, Asst. Vice-President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

*This financing statement is exempt from recordation tax because the lien was perfected by filing with the Motor Vehicle Administration.

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MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258746 ,
RECORDED IN LIBER 490 FOLIO 354 ON 10/04/85 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>Boarman, Dennis L. and Boarman, Melody D. T/A MDB Trucking 1733 Friar Ct. Crofton, Anne Arundel Co., MD 21114</p>	<p>3. Name and address of Secured Party</p> <p>C.I.T. Corporation 1301 York Road Lutherville, MD 21093</p>
--	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)



RECORD FEE 10.00
POSTAGE .50
INDEXED 077 R03 T14:50
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

7. Name and Address of Assignee:

8. Description of Collateral:

One (1) 1985 Ford Model LTL9000 Dump Truck w/ 14 1/4' R and S Aluminum Dump Body

Dump Truck S/N 1FDZA90W5FVA64250
Dump Body S/N 85081031

Dated 8/22/88

(Signature of Secured Party)

C.I.T. Corporation
(Type or Print Name of Secured Party on Above Line)

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STATE OF MARYLAND

276907

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jessica's Donuts, Inc.

Address 605 Governor Ritchie Highway

2. SECURED PARTY

Name Dunkin' Donuts Incorporated

Address Post Office Box 317, Randolph, Massachusetts 02368

Susan Rombola, Finance Coord., Dunkin' Donuts Inc., P.O. Box 317, Randolph, MA
Person And Address To Whom Statement Is To Be Returned If Different From Above. 02368

3. Maturity date of obligation (if any) 1994

4. This financing statement covers the following types (or items) of property: (list)

All of the machinery and equipment including signs now and hereafter located at the Dunkin' Donuts shop premised at 605 Governor Ritchie Highway, Severna Park, Maryland 21146. The record owner of realty is Sixth Dunkin' Donuts Realty, Inc.

RECORD FEE 11.00
POSTAGE .50
#J31890 0777 R03 111:38
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
PC #4201
CK

(Filed with Anne Arundel Clk of Cir Ct.).

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) n/a

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) the aforementioned realty.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Carl Crawford
(Signature of Debtor)
Jessica's Donuts, Inc.
Carl Crawford, President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Douglas J. Tate
(Signature of Secured Party)
Dunkin' Donuts Incorporated
Douglas J. Tate, Mgr. Corp. Finance
Type or Print Above Signature on Above Line

1150

LEGAL DESCRIPTION INCLUDING MORTGAGES, EASEMENTS, CONDITIONS, LIMITATIONS
AND RESTRICTIONS OF RECORD (IF ANY)

BOOK 511 PAGE 24

All that certain lot, piece or parcel of land and the Dunkin' Donuts shop thereon, situate in the Third Taxing District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BOOK 539 PAGE 596

Beginning for the same at an iron pipe now set on the westernmost side of the Governor Ritchie Highway, 150 feet wide, at a point distant 175.00 feet measured in a south-easterly direction along the westernmost side of Governor Ritchie Highway from the southernmost side of McKinsey Road, 30 feet wide, and running thence and binding along the westernmost side of said Governor Ritchie Highway South $35^{\circ} 28' 42''$ East 110.66 feet to an iron pipe now set on the northernmost side of a right-of-way, 60 feet wide, which was granted to Anne Arundel County by Deed dated March 20, 1970, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2338, folio 897, and running thence and binding along the northernmost side of said right-of-way South $69^{\circ} 21' 15''$ West 123.29 feet to an iron pipe now set, in the first or North $38^{\circ} 45' 20''$ West 307.09 foot line of that parcel of land which by Deed dated December 11, 1961, conveyed by The Farmers National Bank of Annapolis to Glen-Forest Co., Inc. and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1530, folio 28 at a point distant 64.55 feet from the beginning thereof and running thence and binding on part of said first line North $46^{\circ} 25' 22''$ West 100.54 feet to an iron pipe found on the southernmost outline of the Cities Service Oil Co. property recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1945, folio 301, and running thence and binding along the southernmost outline of said property North $62^{\circ} 35' 52''$ East 139.65 feet to the place of beginning. Containing 0.304 acres of land, more or less.

Being part of that lot or parcel of land which by Deed dated April 8, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1645, folio 590 was granted and conveyed by Glen-Forest Co., Inc. to Richard S. Bennett and Anne R. Bennett, his wife.

The above described property includes a strip of land 60 feet wide shown as a Fifty Year Flood Plain Dedication on a plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, folio 236, which was acquired from Anne Arundel County by Quit Claim Deed dated March 24, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3301, folio 536.

The bearings herein called for are related to the Maryland State Grid System.

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: April 6, 1989

(~~XX~~) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S):

ADDRESS: Bronson Backhoe Service, Inc.
745 Oak Grove Circle
Severna Park, MD 21146

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1982 Caterpillar Front End Loader Model 955L
Serial # 85J8250

RECORD FEE 11.00
POSTAGE .50
#331880 CT77 R03 111:38
04/11/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
CK

DEBTOR(S):
Bronson
Backhoe Service, Inc.

(Company Name)
BY: John E. Bronson

BY: John E. Bronson

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann
(Authorized Signature)

Robert E. Mann 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.)

1150

539 PAGE 538

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement ID# 253076
Date of Filing 8/3/84 Record Reference Book 475, Page 588
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
James R. Jones	Unit #305	40th Street,	Ocean City,	Maryland
Charlene C. Jones	A Place In The Sun			21842
Donald K. Taylor				
Ruth J. Taylor				

Name of Secured Party or assignee	No.	Street	City	State
*Second National Building & Loan, Inc.		Phillip Morris Drive & Route 50	Salisbury,	Maryland 21801

CHECK APPLICABLE STATEMENT

RETURN TO: Debtors

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

* Assigned to Dominion Federal Savings and Loan Association

RECORD FEE 15.00
 POSTAGE .50
 #331980 0777 R03 T11:44
 04/11/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



51793

Debtor(s) or assignor(s)

_____ Dominion Federal Savings and Loan Association

_____ *William C. Buell*
William C. Buell,
ASSISTANT VICE PRESIDENT

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

14.50
A.A. county

1250
17500 Rec 101

276313

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 \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Jonathan K. Christianson 8567 Fort Smallwood Road
 Cynthia A. Christianson Pasadena, Maryland 21122

RECORD FEE 12.00
 RECORD TAX 175.00
 POSTAGE .50
 #418449 C237 R02 715:49
 04/12/89

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles St.
 Attention: Debra Grimm Documentation Assistant Baltimore, Maryland 21201

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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:

CK

- 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
Jonathan K. Christianson (Seal) Cynthia A. Christianson (Seal)
 Jonathan K. Christianson Cynthia A. Christianson
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1200
17500
50

EQUITABLE BANK, N.A.
 COMMERCIAL NOTE DEPT.
 6th FLOOR
 BALTIMORE, MARYLAND 21201

Total amount of Loan is \$95,000.00 of which \$10,000.00 is subject to Recordation Tax.

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ 10,000.00
- To be recorded in Land Records
- To be recorded in Chattel/-Financing Records.
- To be recorded in Dept. of Assessment & Taxation

276914

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: FLEET FEET ANNAPOLIS, a Maryland General Partnership
 (Name or Names - Last Name First)

118 Main Street, Annapolis, Maryland 21401
 (Address)

2. SECURED PARTY: **MADISON BANK OF MARYLAND**
 8677 Georgia Avenue
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

Equipment. The Debtor's equipment of the following Description:

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

Inventory. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Receivables. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

Furniture, Fixtures, Equipment and Supplies. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

Other. Leasehold Improvements located at 118 Main Street, Annapolis, Maryland

RECORD FEE 13.00
 RECORD TAX GK 70.00
 POSTAGE .50
 #41760 C237 R02 T14:57
 04/12/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

4. Proceeds of collateral are covered hereunder: YES NO

5. Products of collateral are covered hereunder: YES NO

6. Filed with: Anne Arundel County

7. RETURN TO: **MADISON BANK OF MARYLAND**

Dated this _____ day of April, 19 89.

DEBTOR:
Fleet Feet Annapolis, a Maryland General Partnership
Richard Risser Lytle
 (Name)
RICHARD RISSER LYTLE, Partner
Paul K. Zink
 (Title)
PAUL K. ZINK, Partner

SECURED PARTY:
MADISON BANK OF MARYLAND
 BY: *Gene A. Viny*
 (Name)
ASST V.P.
 (Title)

13.00
70.00
50

**END
LIBER**