

LIBER

544

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>A.J. Stationers, Inc 1327 Ashton Road Hanover, Maryland 21076</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Mary Stafford - TOLC9</u></p> <hr/> <p>Return to Secured Party</p>
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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 Stationery Sales (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other.

RECORD FEE 11.00

CK POSTAGE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.) Financing statement filed to reflect a name change

Principal amount of debt initially incurred is: \$ 100,000.00

AA CO. CIRCUIT COURT

DEBTOR:

A.J. Stationers, Inc
(Type Name)

By: Angela Jeung Martin

By: Angela Jeung Martin, Pres.

SECURED PARTY:

SIGNET BANK/MARYLAND

By: John E. Hilker

John E. Hilker, Vice President
(Type Name)

7/14 19 89
(Date Signed by Debtor)

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

Md., Va., D.C., Pa.

RECEIVED

JUL 19 1989

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

278039

FINANCING STATEMENT

DATE: July 19, 1989

(XXX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Silver Star Service Center, Inc.

ADDRESS: 6 Taylor Avenue
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

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

<u>QTY</u>	<u>DESCRIPTION</u>
1	SPOA-88 Rotary Asymmetrical Overhead Lift Serial Number L643062/16573

RECORD FEE 11.00
POSTAGE **CK** .50
#621160 0777 R01 T12:09
07/21/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

DEBTOR(S):
Silver Star Service Center, Inc.
(Company Name)

BY: Joseph Hall
Joseph Hall, President

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook
(Authorized Signature)
John M. Crook
Senior Vice President
(Type Name and Title)

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

118

278500

Identifying File No. _____

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

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

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

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

1. DEBTOR CONTRACT # 29820 - 818649

Name Ronald M. Mattei
Address 2240 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE
UPPER HARBORO, MD 20772

RECORD FEE 11.00
POSTAGE .50

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

4421390 CITY RO1 T12-27
07/21/89

3. Maturity date of obligation (if any) _____

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

- 1 New Kubota G6200H LGT; 32912
- 1 New Kubota RC48G Mower; 19980

H. ERLE SCHAFER
Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105591
Atlanta, GA 30348-5598

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"
CHECK [] THE LINES WHICH APPLY

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

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

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

Ronald M. Mattei 7/14/89
(Signature of Debtor)
(Ronald M. Mattei)

Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

LARRY E. GROFF

114

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Molly Gardner
Linda J. Blottenberger

7959 Telegraph Road #89
Severn, Maryland 21144

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

RECORD FEE 12.00

POSTAGE **GK** .50

RECORDED BY TTT R01 T12#27

07/21/89

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1989, Holly Park Homes, Inc. "Forest Glen" Mobile Home
70 X 14, Serial # 03-FG-11789
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.

H. EDLE SCHAFER

AA CO. CIRCUIT COURT

Debtor

Molly Gardner
Linda J. Blottenberger

Secured Party

JOHN HANSON SAVINGS BANK FSB

By [Signature]

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.

1276

278032

544 PAGE 105

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) Floorbrite International 919 Old County Road Severna Park, MD 21146	2. Secured Party(ies) and address(es) Access Capital, Inc. 232 Madison Avenue New York, NY 10016	For Filing Officer (Date, Time, Number, and Filing Office)
4. Financing statement covers the following types (or items) of property: Accounts receivable, now owned or hereafter acquired, contract rights, general intangibles, the proceeds and the insurance proceeds thereon and the right to property sold or payment represented thereby. NOT SUBJECT TO RECORDATION TAX.		5. Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER AA CO. CIRCUIT COURT

RECORD FEE 11.00
POSTAGE CK .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.

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

Filed with
Clerk of the Court,
Anne Arundel County

Floorbrite International
By: [Signature]
Signature(s) of Debtor(s)

Access Capital, Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

- [] RECORD: Maryland State Department of Assessments and Taxation
- [✓] RECORD: Financing Statement (Chattel) Records
Anne Arundel County, Maryland

July 20, 1989

Not subject to Recordation Tax

FINANCING STATEMENT

- 1. DEBTOR: ROBERT L. LONG and MARLENE L. LONG

ADDRESS: 12004 Pleasant Prospect Drive
Mitchellville, Maryland 20716

RECORD FEE 26.00
POSTAGE CK .50

- 2. SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

ADDRESS: 8401 Colesville Road
Silver Spring, Md. 20910
Attention: Real Estate Department

#621530 0055 R01 T13#57
07/21/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

- 3. This Financing Statement covers all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the following types (or items) of property:

(a) the beds of the ways, streets, avenues and alleys adjoining the land described in that certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date herewith from the Debtor to William E. Thompson and Mary C. Swain, as trustees (the "Deed of Trust"), as recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

W/S

(b) all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to said Property, including any homestead or other claim at law or in equity, as well as any after-acquired title, franchise or license and reversion and reversions and remainder and remainders thereof; and

(c) all buildings and improvements of every kind and description now or hereafter owned by the Debtor and now or hereafter erected or placed on the Property (collectively, the "Improvements"), and any and all leases, rents and profits to be derived therefrom, and all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of the Improvements, and 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 said Property, including, but not limited to, all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, 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 said building or buildings in any manner; and

(d) all policies of insurance obtained or maintained by the Debtor insuring the Property, the Improvements, and all fixtures, equipment and appliances now or hereafter upon said Property, and the rents thereof, against loss and damage by fire and the perils covered by extended coverage insurance and any other risks (including, without limitation, public liability and property damage insurance); and

(e) all leases, written or oral, and all agreements for use and occupancy of any portion of the Property or any of the Improvements, together with any and all extensions and renewals thereof and any and all further leases, lettings, or agreements, including subleases thereof and tenancies following attornment, together with the immediate and continuous right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of any of said leases or subleases or from or out of the Property or any of the Improvements; and

(f) all present and future accounts, contract rights, general intangibles, chattel paper, documents and other personalty included in the Property or any of the Improvements; and

(g) all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any part of the Property or any of the Improvements or any easement or any appurtenances thereto, including severance and consequential damages and change in grade of any street.

4. This Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of the Debtor if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds and products of all collateral are covered by this Financing Statement.

WITNESS:

DEBTOR:

Robert Wm. Curry

Robert L. Long [SEAL]
Robert L. Long

Robert Wm. Curry

Marlene L. Long [SEAL]
Marlene L. Long

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

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Mary C. Swain
Real Estate Department

0030861
2050389tmd
fs

BEGINNING for the same in the northwesternmost right-of-way line of the northbound lane of Maryland Route 3 at the beginning of Parcel Number 2 described in the conveyance by Allen B. Robinson and wife, et al., to Robert L. Long and wife by deed dated October 13, 1965, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1912 folio 211; thence leaving said beginning point so fixed and running with said right-of-way shown on the State Roads Commission of Maryland Plats numbers 16264 and 19089, with meridian referred to the Maryland State Grid,

- 1) North 45 degrees 26 minutes 10 seconds East 148.80 feet to intersect the second line of the conveyance by Charles L. Harris, et al., to John W. Dorsey and wife by deed dated September 2, 1939, and recorded among the said Land Records in Liber J.H.H. 208 folio 11; thence leaving said right-of-way line and running with part of said second line and also with the North 64 degrees 55 minutes 40 seconds West 278.96 foot line described in said 2nd parcel of the conveyance to Long,
- 2) North 73 degrees 02 minutes 50 seconds West 278.96 feet to the end of said line; thence running with part of the 3rd line of said conveyance to Dorsey and with the said conveyance to Long,
- 3) North 27 degrees 35 minutes 50 seconds West 52.50 feet to the southeasternmost right-of-way line of the southbound lane of Maryland Route 3; thence leaving the outlines of

- said conveyance to Dorsey and running with said right-of-way line with a curve to the left, having a radius of 3355.75 feet, on an arc of 184.49 feet, said arc having a chord of
- 4) South 41 degrees 12 minutes 40 seconds West 184.43 feet to the beginning of the closing line of the said second parcel described in said conveyance by Allen B. Robinson and wife, et al., to Robert L. Long and wife, said point being at the end of the 1st line described in the conveyance by Emil Ruppert and wife to Robert L. Long and wife by deed dated February 6, 1967, and recorded among the said Land Records in Liber M.S.H. 2043 folio 530; thence leaving said conveyance by Robinson to Long and running with said conveyance by Ruppert to Long, shown on a plat filed with said conveyance, continuing with said curve to the left, having a radius of 3355.75 feet on an arc of 84.36 feet, said arc having a chord of
 - 5) South 38 degrees 50 minutes 05 seconds West 84.35 feet; thence leaving said southbound lane and running with the right-of-way of the cross-over between the north and southbound lanes of Maryland Route 3 shown on State Roads Commission of Maryland plats numbers 16263 and 16264,
 - 6) South 14 degrees 16 minutes 50 seconds West 184.64 feet,
 - 7) South 50 degrees 20 minutes 10 seconds East 50.0 feet, and
 - 8) North 89 degrees 10 minutes 30 seconds East 182.15 feet to the northwest right-of-way line of the northbound lane of Maryland Route 3 shown on said Right-of-Way Plat No. 16264; thence leaving said cross-over and running with said right-of-way of the northbound lane,
 - 9) North 45 degrees 26 minutes 10 seconds East 257.94 feet to the place of beginning.

CONTAINING 2.63 Acres, more or less, as described by Richard W. Walker & Associates, Inc., Registered Professional Land Surveyors, in June 1989. No property line survey made this date. Based on a Building Location Plat made by Edward Hall, III, Registered Professional Land Surveyor, dated February 1973.

BEING subject to the conditions shown on the Maryland State Roads Commission Plats Numbers 16263, 16264, 16265, and 19089.

BEING part of the second parcel described in the conveyance by Allen B. Robinson and Eunice Robinson, his wife, and Willie Ray Robinson and Essie E. Robinson, his wife, to Robert L. Long and Marlene L. Long, his wife, by deed dated October 13, 1965, and recorded among the said Land Records in Liber L.N.P. 1912 folio 211, and all of the conveyance by Emil Ruppert and Mary A. Ruppert, his wife, to Robert L. Long and Marlene Long, his wife, by deed dated Befruary 6, 1967, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber M.S.H. 2043 folio 530.

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

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278034

FINANCING STATEMENT

1. Name & Address of Debtor: 147 West Associates
c/o 1804 Severn Grove Road
Annapolis, Maryland 21401
2. Name & Address of Secured Party: Bank of Annapolis
1900 Fairfax Road
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 147 West Street, Annapolis, Maryland 21401, 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 147 West Street, Annapolis, Maryland 21401, 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.

Debtor:

Secured Party:

147 West Associates

BANK OF ANNAPOLIS

by:

By:

William H. Buck

Alan J. Hyatt

by:

Cris F. Buck

by:

Thomas W. Glynn

by:

Judith A. Glynn

by: EPS ASSOCIATES

by:

James L. Myers

by:

Richard S. Neville

by:

Ian S. Chambers

RECORDS FEE 19.00
POSTAGE CK .50
REGISTERED OFFICE 11:43:31
07/21/89
H. EYLE SCHAFER
AA CO. CLERK COURT

1980

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

DEBTOR:

GENERALS HIGHWAY ASSOCIATES,
a Maryland General Partnership

[Signature] (SEAL)
ROBERT G. GRAW, JR.
General Partner

[Signature] (SEAL)
DWIGHT N. FORTIER
General Partner

[Signature] (SEAL)
ROBERT D. HAUCK
General Partner

[Signature] (SEAL)
WILLIAM F. JONES
General Partner

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

[Signature] (SEAL)
ROSS J. SELBY
Senior Vice President

Mr. Clerk: Please return to: William H. Buck
P.O. Box 1911
Annapolis, Maryland 21404

PARCEL NO. 1:

BEGINNING for the same at a stake in the north outline of Lot No. 11 as shown on a plat entitled "Plat of (property as subdivided for Annie E. D. Sellman), near Camp Parole, Maryland", said point of beginning being located due West 145.75 feet from the west side of the Generals Highway; thence leaving the north outline and running due south 100 feet to a wooden hub; thence at right angles and due west 100 feet to a hub; thence at right angles and due north 100 feet to a wooden hub set in the north outline of the aforementioned Lot No. 11; thence at right angles with this north line East 100 feet to the place of beginning. Being part of Lot No. 11 as shown on plat above mentioned by J. R. McCrone, Jr., in July, 1941.

PARCEL NO. 2:

BEING PART of Lot No. 11 on survey on Annie D. Sellman property by J. R. McCrone, in July, 1941, situate on the West side of the Generals Highway and facing 50.06 feet thereon, and having a depth of 147.3 feet and 145.75 feet, and a 50 foot dimensional rear line; being more particularly described in Deed dated August 26, 1941, recorded among the Land Records of Anne Arundel County in Liber JHH 244, folio 202, as follows:

BEGINNING for the same at a stake set at a point where the North line of Lot 11, as shown on a Plat titled "Property as subdivided for Miss Annie E. D. Sellman, near Camp Parole, Maryland" intersects the West side of the Generals Highway, thence following the curve to the West side of said Generals Highway in a southeasterly direction 50.06 feet to a wooden hub thence leaving said Highway and running due West 147.3 feet to a wooden hub, thence at right angles and due North 50 feet to intersect the North line of the aforementioned lot 11; thence with this North line and running due East 145.75 feet to the place of beginning.

PARCEL NO. 3:

BEGINNING for the same at a stake set on the West side of the Generals Highway at a point located 50.06 feet in a Southeasterly direction from a point where the North line of Lot No. 11, as shown on a Plat titled "Property as subdivided for Miss Annie E. D. Sellman, near Camp Parole, Maryland", intersects the West side of the Generals Highway; thence continuing with the curve of the West side of the Generals Highway in a Southeasterly direction, 50.07 feet to a wooden hub; thence leaving said Highway and running due West 150 feet to a wooden hub; thence at right angles and due North 50 feet to a wooden hub; thence at right angles and due East 147.3 feet to the place of beginning.

BEING the same property which by Deed of even date herewith, recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed unto the within named Grantor by BALD HILL ASSOCIATES, a Rhode Island General Partnership.

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$450,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: July 20th, 1989

FINANCING STATEMENT

1. Debtor: Address:
W.F. UTZ CONSTRUCTION COMPANY, INC. Plaza One, Suite 105
1511 Ritchie Highway
Arnold, Maryland 21012

2. Secured Party: Address: RECORD FEE 13.00
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9151 Baltimore National Pike POSTAGE .50
Ellicott City, Maryland 21043 0055 R01 115416

3. This Financing Statement covers: CK H. FRISCHER
07/21/89
CIRCUIT COURT

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

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(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

SECURED PARTY:

W.F. UTZ CONSTRUCTION COMPANY,
INC.

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By

William F. Utz
William F. Utz,
President

By

Charles C. Holman
, Executive Vice-President

U-EXP-#1.198.amp

SCHEDULE A

All those lots of ground situate in Anne Arundel County, Maryland and being known and designated as lot numbers 285 and 288 R as shown on the Plat entitled "ADMINISTRATIVE PLAT FOR LOTS 271-R, 274, 280-R, 285, 287-R, 288-R & 291-R, CHELSEA BEACH PLAT FIVE", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 118, Folio 10.

08690-21146

FUTZ-SCH.198.amp

544 19

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

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es) Basicomputer Corporation 947 W. Waterloo Rd. Akron, OH 44314 "Plus any and all other locations"</p>	<p>2 Secured Party(ies) and address(es) IBM Credit Corporation 4747 Lincoln Highway Suite 201 Matteson, IL. 60443</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office) 539-396</p>
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4 This statement refers to original Financing Statement No. 329190 Dated April 5, 19 89
 Date filed: April 5, 19 89 Filed with Anne Arundel County MD

- 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 amend debtor address to read only: 1585 Frederick Blvd.
 Akron, OH 44320-4060
 "Plus any and all other locations"

Basicomputer Corporation
 Suzanne Helwich
 Duly Authorized Attorney-In-Fact.....
 Signature(s) of Debtor(s) if an Amendment
 Dated: June 5, 19 89

IBM Credit Corporation
 By: Suzanne Helwich
 Signature(s) of Secured Party(ies)

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

278033

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 7-18-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GNAU CONSTRUCTION COMPANY, INC.
Address 1230 CRONSON BLVD., CROFTON, MD. 21114

2. SECURED PARTY

Name JOHN DEERE INDUSTRIAL EQUIPMENT CO.
Address P.O. BOX 65090, WEST DES MOINES, IOWA 50265-0090

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

3. Maturity date of obligation (if any) _____

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

1 NEW JOHN DEERE 510C LOADER BACKHOE S/N 755328

RECORD FEE 11.00
POSTAGE .50
REGISTER OFFICE 11/13/89
8/24/89
GK H. ERIC SCHAFER
AN ED. STREET COURT

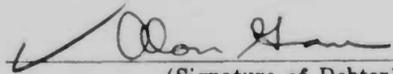
CHECK THE LINES WHICH APPLY

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)

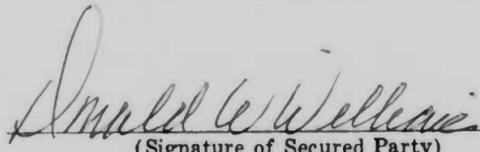
(Products of collateral are also covered)



(Signature of Debtor)
Alan Gnau, President
GNAU CONSTRUCTION CO., INC.
Type or Print Above Name on Above Line

JOHN DEERE INDUSTRIAL COMPANY
P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

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



(Signature of Secured Party)
Donald W. Williams
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) Seasons Savings Bank 401 Southlake Boulevard P. O. Box C-32020 Richmond, Virginia 23260	2. Secured Party(ies) and address(es) Signet Bank/Virginia 7 North 8th Street Richmond, Virginia 23219 Attn: Don Thompson	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIVED FEE 10.00 POSTAGE .50 REGISTERED COPY FOR FILING 17.00 07/24/97 MAKE CHECKER 01/24/97
4. This statement refers to original Financing Statement bearing File No. <u>276251</u> , Book <u>537</u> Filed with <u>Anne Arundel Co., MD</u> Date Filed <u>Feb. 6</u> 19 <u>89</u>		Pg. 414 GM
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:

Signet Bank/Virginia

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

PARTIES
Debtor name (last name first if individual) and mailing address:
FELLERS THOMAS E.
8205 WASHINGTON BLVD. LOT #11
JESSUP MD 20794

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

RECORD FEE 11.00
447240 077403 11/08
CK 07/24/07 5

Debtor name (last name first if individual) and mailing address:
8205 WASHINGTON BLVD. LOT #11
JESSUP MD 20794

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

Debtor name (last name first if individual) and mailing address:

Number of Additional Sheets (if any): 6
Optional Special Identification (Max. 10 characters): 7
8

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL, MD 20707

COLLATERAL

Identify collateral by item and/or type:

1979 HOMETTE 14 X 70
SERIAL # SE0310052114 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a crops growing or to be grown on -
- b goods which are or are to become fixtures on -
- c minerals or the like (including oil and gas) as extracted on -
- d accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County, Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a acquired after a change of name, identity or corporate structure of the Debtor.
- b as to which the filing has lapsed.
- c already subject to a security interest in another county in Pennsylvania:
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d already subject to a security interest in another jurisdiction:
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

DEBTOR SIGNATURE(S)

Debtor Signature(s):
FELLERS THOMAS E. *Thomas Edwin Fellers*

Secured Party Signature(s)
(required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD
Diana Rubenstein, Agent

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

PARTIES

Debtor name (last name first if individual) and mailing address:
SWEENEY RUTH I.
A-50 HOLIDAY MOBILE EST., CLARK RD.
JESSUP MD 20794

Debtor name (last name first if individual) and mailing address:
CHILDERS DEBORAH L.
A-50 HOLIDAY MOBILE EST., CLARK RD.
JESSUP MD 20794

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
MOBILE HOME ASSOCIATES
CLARK ROAD
JESSUP, MD 20194

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):
MOBILE HOME ASSOCIATES
Sara Repulka-agent

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **278010**
Date, Time, Filing Office (stamped by filing officer): **5:44 PM, FEB 23**
RECORD FEE 12.00
CR
11/24/89
5

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. County _____
 Prothonotary of _____ County _____
 real estate records of _____ County _____

Number of Additional Sheets (if any): 7
Optional Special Identification (Max 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1989 PALM HARBOR 207 14 X 66
SERIAL # PH11-3255 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):-
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)
Debtor Signature(s):
SWEENEY RUTH I. *Ruth I Sweeney*
CHILDERS DEBORAH L. *Deborah L Childers*

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.
REORDER FROM
Registree, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 General Paving Corporation
Address 12001 Guilford Road, Jessup, MD 20794

2. SECURED PARTY

Name Metlife Capital Credit Corporation
Address 10 Stamford Forum, PO Box 601, Stamford, CT 06904

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

3. Maturity date of obligation (if any) _____

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

One (1) New 1989 Ford F350 Truck with 133" Chassis Cab, 460 Engine and 5 Speed Transmission. Color: Red

Name and address of Assignee

LOC: 8738 -Vulcan Lane, Manassa, VA
FILE FOR INFORMATION PURPOSES ONLY

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)

File w/ Anne Arundel County, Maryland

CL# 7416

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

General Paving Corporation

[Signature]
(Signature of Debtor)

A.C. GAY JR. PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Metlife Capital Credit Corporation

[Signature] - Asst. Treasurer
(Signature of Secured Party)

CHARAN J. CHAWAN
Type or Print Above Signature on Above Line

11/8

PARTIES

Debtor name (last name first if individual) and mailing address:
MCCARTHY JENNIFER E.
WAYSON'S MH COURT LOT 83
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:
BROWN IIII DAVID E.
WAYSON'S MH COURT LOT 83
LOTHIAN MD 20711 1a

Debtor name (last name first if individual) and mailing address:
1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
EASY LIVING, INC
5408 SOUTH MARYLAND BLVD
LOTHIAN, MD 20711 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192 2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

EASY LIVING, INC *[Signature]* 4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **278012** Date, Time, Filing Office (stamped by filing officer):

REC'D FEE 12.00
544 PAGE 25
BK
5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth
 Prothonotary of _____ County
 real estate records of _____ County 6
Number of Additional Sheets (if any): 7
Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1981 CHAMPION 14 X 60
SERIAL # F2311113805 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -
the following real estate:
Street Address:
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
MCCARTHY JENNIFER E. *[Signature]*
BROWN IIII DAVID E. *[Signature]* 11

1b
RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192 12

PARTIES

Debtor name (last name first if individual) and mailing address:

SEE III PAIGE A.
LOT A31, HOLIDAY MOB.EST., CLARK RD.
JESSUP MD 20794

1

Debtor name (last name first if individual) and mailing address:

SEE JUDY
LOT A31, HOLIDAY MOB.EST., CLARK RD.
JESSUP MD 20794

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

MOBILE HOME ASSOCIATES
CLARK ROAD
JESSUP, MD 20194

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

MOBILE HOME ASSOCIATES

[Handwritten Signature]

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

544 PAGE 26

Date, Time, Filing Office (stamped by filing officer):

278013

GK

RECORD FEE 12.00
FILING OFFICE
2/17/89
5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

1989 MADISON 14 X 70
SERIAL # 84452 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
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT
DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS
DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW
EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 SEE III PAIGE A. *[Handwritten Signature]*

1a SEE JUDY *[Handwritten Signature]*

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

544 27

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)

Dolrod Corporation
1560 Annapolis Road
Ft. Meade, Maryland 21113

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

Atlantic Leasing & Financial, Inc.
Suite 207 - Blaustein Building
One N. Charles Street
Baltimore, Maryland 21201

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 20.00
POSTAGE .50
PAID BY DEBTOR 10/18/87
OK
FILE NUMBER
IN CLERK'S OFFICE

4. This statement refers to original Financing Statement bearing File No. 269890

PC4800

Filed with Clerk of the Circuit Court

Date Filed September 25

19 87

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

No. of additional Sheets presented:

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

Atlantic Leasing & Financial, Inc.

By: Jack E. Holtz Asst VP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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) ACTON CATV, INC. ONE ACTON PLACE ACTON, MA 01720	2. Secured Party(ies) and address(es) AMERICAN SECURITY BANK 1501 PENNSYLVANIA AVE., N.W. WASHINGTON, D.C. 20005	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 16.00 POSTAGE .50 3K

7. This statement refers to original Financing Statement No. 236888 filed (date) 3/15/81 with Clerk of the Circuit Court,

B 115763

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

Debtor Name Changed to: Acton Corporation
 Debtor Address Changed to: 4600 Marriott Drive
 Raleigh, NC 27612

~~ACTON CORPORATION AS SUCCESSOR TO~~
~~ACTON CATV, INC.~~ AMERICAN SECURITY BANK, N.A.
 By [Signature] VP By [Signature]
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

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) NORTH ARUNDEL CATV, INC. ONE ACTON PLACE ACTON, MA 01720	2. Secured Party(ies) and address(es) AMERICAN SECURITY BANK, N.A. 1501 PENNSYLVANIA AVE., N.W. WASHINGTON, D.C. 20005	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 4117300 3M MAY 15 1982 07:24:58

7. This statement refers to original Financing Statement No. 242564 filed (date) 5/14/82 with Clerk of Cir. Crt., Anne Arundel, MD

B-115763

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

Debtor Address Changed to: 4600 Marriott Drive
Raleigh, NC 27612

NORTH ARUNDEL CATV, INC.	AMERICAN SECURITY BANK, NA
<i>John W</i>	<i>John R Murphy</i>
By Signature(s) of Debtor(s) (only on amendment)	By Signature(s) of Secured Party(ies)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278011

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

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

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

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

1. DEBTOR

Name Command Technology, Inc.
Address 2600 Cabover Drive, Suite M Hanover, MD 21076

2. SECURED PARTY

Name W.C. Burroughs & Associates, Inc.
Address 7146 Montevideo Road Jessup, MD 20794

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Command Technology, Inc.
[Signature]
(Signature of Debtor)

George Russell Braswell, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W.C. Burroughs & Associates, Inc.

[Signature] Vice President
(Signature of Secured Party)

Barbara A. Joos, Vice President
Type or Print Above Signature on Above Line

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CONDITIONAL SALE CONTRACT NOTE

544 PAGE 31

TO: W.C. Burroughs & Associates, Inc. ("Seller") FROM: Command Technology, Inc. ("Buyer")
 7146 Montevideo Road Jessup, MD 20794 2600 Cabover Drive, Suite M 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) New Matsuura Model MC-600V Machining Center S/N 890407374 with 30 ATC Tools and MX3 Memory Expansion	(1) TIME SALES PRICE	\$ 165,678.40
	(2) Less DOWN PAYMENT in Cash	\$ 10,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-in Allowance).....	\$ -0-
	(4) CONTRACT PRICE (Time Balance).....	\$ 155,678.40
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:
2600 Cabover Drive Hanover Anne Arundel County MD
(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 One hundred fifty five thousand six hundred seventy eight and 40/100 Dollars (\$155,678.40) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 17th day of August, 19 89, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 2,594.64 and the final installment being in the amount of \$ 2,594.64 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: July 17 19 89 BUYER(S)-MAKER(S):
 Accepted: W.C. Burroughs & Associates, Inc. (SEAL) Command Technology, Inc. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: Barbara Ann Jones, Vice Pres. By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 (Witness as to Buyer's and Co-Maker's Signature) By: _____

This instrument prepared by _____

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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-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 expressly waives the benefits of any present or future 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 July 17, 1989 between W.C. Burroughs & Associates, Inc. as Seller/Lessor/Mortgagee and Command Technology, Inc. 2600 Cabover Drive, Suite M 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 \$ 155,078.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of July, 19 89.

W.C. Burroughs & Associates, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By Barbara Ann Jones, Vice President

(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

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 \$ 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 Court of Anne Arundel County

5. Debtor(s) Name(s): Russell-William, Ltd. Address(es): 1710 Midway Road
Odenton, Maryland 21113

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit
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):

(1) 1982 LVD 180-Ton Hydraulic Press Brake
Type 180BH10 #8615

Debtor: Russell-William, Ltd.

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any Russell K. Winter, President

By: _____ (Seal)
Mary Paul Hermance
Commercial Loan Officer

By: [Signature] (Seal)
Type name and title, if any Thomas D. Harvey, Vice
President/Secretary

Type name and title

Mail To:
 Maryland National Bank
 Credit Department
 P.O. Box 987
 Annapolis, Maryland 21404

11-175-50

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

THE FIRST WHARF, INCORPORATED, a Maryland corporation
 Name or Names—Print or Type
400-406 Fourth St., Annapolis, MD 21403
 Address—Street No., City - County State Zip Code

Loretta R. Fostek
 Name or Names—Print or Type
400-406 Fourth St., Annapolis, MD 21403
 Address—Street No., City - County State Zip Code

2. Secured Party:

W. George Patton
 Name or Names—Print or Type
751 Cedar Drive, Severna Park, MD 21146
 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 Schedule.

4. If above described personal property is to be affixed to real property, describe real property. 400-406 Fourth Street, Annapolis, MD 21403

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): The First Wharf, Incorporated SECURED PARTY: W. George Patton

Loretta R. Fostek
(Signature of Debtor)

Loretta R. Fostek, President
Type or Print

Loretta R. Fostek
(Signature of Debtor)

Loretta R. Fostek
Type or Print

N/A

(Company, if applicable)

W. George Patton
(Signature of Secured Party)
W. George Patton
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 Daniel G. Downer, Jr., P.O. Box 1983, Annapolis, MD 21404

Lucas Bros. Form F-1

MAIL TO:
Daniel G. Downer, Jr.
P.O. Box 1983
Annapolis, Maryland 21404

RECORD FEE 12.00
POSTAGE .50
#511780 C237 R02 T10:46
07/24/89
CK H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

1750

FINANCING STATEMENT
Paragraph 3 - Schedule of Property

(a) All machinery, equipment, furniture and fixtures now owned or hereafter required, together with all replacements thereof, all attachments, accessories, parts, equipment, and tools belonging thereto or for use in connection therewith.

(b) All inventory and supplies now owned or hereafter required.

(c) All accounts receivable now existent or hereafter created.

(d) All contract rights now in force or hereafter acquired.

(e) Class D, Beer, Wine and Liquor Alcoholic Beverage License.

(f) All automotive equipment now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith.

(g) All other property, tangible and intangible, including, without limitation, the trade name, used in the beer, wine and liquor tavern business known as "The Wharf."

544 FILE 37

COPY FOR FILING OFFICER

FINANCING STATEMENT

~~Continuation~~ - Termination - ~~Assignment~~ ~~Partial Release~~

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land
 Financing Statement } Liber 389 Folio 153 File No. 218411
Date of Financing Statement July 12, 1978

NAME	ADDRESS		
	No.	Street	City State
1. Debtor(s) (or assignor(s)) The Wharf, Inc.	404-406	Fourth Street,	Annapolis, Maryland 21403
2. Secured Party (or assignee) SUBURBAN BANK,	31	Light Street,	Baltimore, Maryland 21202

CHECK THE LINES WHICH APPLY

3. A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
 POSTAGE .50
 #511790 C237 R02 T10:47
 07/24/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT
 CK

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: August 14 19 84

Secured Party:
 SUBURBAN BANK
 By: Alfred E. Smith
 Type Name Alfred E. Smith
 Title Assistant Vice President

10 30

MAIL TO:
 Daniel G. Downer, Jr.
 P.O. Box 1983
 Annapolis, Maryland 21404

53520
Recording Cost: _____

544 PAGE 38

278017

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated June 26, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PIEDMONT DEVELOPMENT, INC. and CEDAR ROOM, INC.

Address P O BOX 1504, GLEN BURNIE MD 21061

2. SECURED PARTY

Name THE POMERANTZ PENSION PLAN

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) June 26, 1994

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

All furniture, fixtures, equipment, and a 7-day Beer, Wine and Liquor License, Class D, used in conjunction with the operation of a bar/motel trading as "CEDAR ROOM", located at 5812 Ritchie Highway, Brooklyn Park, Maryland, and all replacements, renewals, extensions, and additions to any of the foregoing, including but not limited to those, chattels listed on Exhibit A.

CHECK THE LINES WHICH APPLY

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

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

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

PIEDMONT DEVELOPMENT, INC.
Calvin Berry
(Signature of Debtor)

Calvin Berry, President
Type or Print Above Signature on Above Line
CEDAR ROOM, INC.

F. Alex Makarovich
(Signature of Debtor)
By: F. Alex Makarovich, President
Type or Print Above Signature on Above Line

THE POMERANTZ PENSION PLAN

Alvin Pomerantz
(Signature of Secured Party)

by: ALVIN POMERANTZ, President
Type or Print Above Name on Above Line

RECORD FEE 12.00
POSTAGE CK .50
JUL 24 1989 345 R01 T11:50

07/24/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

12/8

KINDLY RETURN RECORDED DOCUMENT TO:

WARTZMAN, ROMBRO, OMANSKY,
BILBAUM & SIMONS, P.A.
341 NORTH CALVERT STREET
BALTIMORE MARYLAND 21202
(301) 685-0111

EXHIBIT A

7 Hanging lights
1 NCR Register 22-13-4-4
1 Three comp. beer box
1 Hand sink
1 3 Comp. sink
1 Emergency light
1 Cocktail unit
1 5-Keg draft system
1 2-Comp. bottle box
1 Glass chiller
1 Reach-in box
1 40' bar
1 40' back bar
1 Soda unit
1 3-Keg draft system
12 Bar stools
3 Stools
2 Portable fans
12 Chairs
5 Tables
1 Dart board

Kitchen

1 Up draft unit
1 Ice Maker
1 Pizza oven
1 3-Comp. sink
2 Prep. tables and assorted pots
2 Window air conditioners

Basement

1 Air conditioner
1 Warming unit
Assorted table and chairs
5 Fire extinguishers
1 Outdoor Antenna
5 Window air conditioners

544 40

278013

Not to be recorded in
Land Records

Subject to recordation
tax:
Principal Amount is
\$100,000

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

DJ
RECORD FEE 12.00
POSTAGE .50
#511920 0237 R02 T11:30
07/24/89

FINANCING STATEMENT

1. Debtor: Address:
Charles B. Riter 42 Dutcher Road
Harriett H. Riter Queenstown, Maryland 21658

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Parties: Address of all Secured
Parties:
The Bank of Baltimore
Larry S. Lindenmeyer, c/o The Bank of Baltimore
Trustee One East Baltimore Street
Baltimore, Maryland 21202
Attn: Branch Operations
Alan H. Herbst,
Trustee

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings,
building materials and other articles of personal
property of every kind and nature whatsoever, now or
hereafter ordered for eventual delivery to the land
hereinafter described (whether or not delivered
thereto) and all such as are now or hereafter located
in or upon any interest or estate in said land or any
part thereof and used or usable in connection with any
present or future operation of said land now owned or
hereafter acquired by Debtor, including, without
limiting the generality of the foregoing, all heating,
lighting, laundry, clothes washing, clothes drying,
incinerating and power equipment, engines, pipes,

TO THE FILING OFFICER: After this statement has been
recorded, please mail the same to: Paul S. Novak, 1100
Charles Center South, 36 South Charles Street, Baltimore,
Maryland 21201.

1200

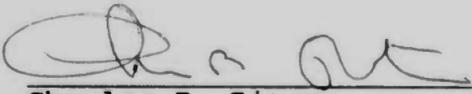


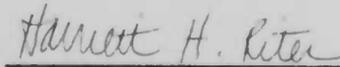
tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies,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

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

- 4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry S. Lindenmeyer and Alan H. Herbst, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore.
- 5. Proceeds of collateral are also covered.
- 6. The land consists of approximately 1467.58 square feet located at 193 Green Street, Annapolis, Anne Arundel County, Maryland, and is more particularly described in the deed of trust referred to above.

Debtor:


Charles B. Riter


Harriett H. Riter

RETURN TO:
Mid-Maryland Title Co., Inc.
79 West Street
Annapolis, MD 21401

991-87



87-1016

544 42

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 records of Anne Arundel County, Identifying File No. 272160, in liber 524, folio 497, on March 24, 1988.

1. NAME AND ADDRESS OF DEBTOR:

Severn Graphics, Inc.
7900 Ritchie Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

Anne Arundel County, Maryland
c/o Office of Law
P.O. Box 1831
Annapolis, Maryland 21404

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

SECURED PARTY:

Anne Arundel County, Maryland

ATTEST:

Barbara A. Snider

By: *Adrian G. Teel* (SEAL)
Adrian G. Teel
Chief Administrative Officer

NOTICE TO FILING OFFICER:

After recordation, please return to:

Patricia A. Logan, Assistant County Attorney, Office of Law, Arundel Center, P.O. Box 1831, Annapolis, Maryland 21404

APPROVED FOR FORM AND
LEGAL SUFFICIENCY.
ANNE ARUNDEL COUNTY, MARYLAND
OFFICE OF LAW
BY *Patricia A. Logan* 7-18-89
COUNTY ATTORNEY DATE

89 JUL 24 PM 12:57
H. ENLE SCHAFER
CLERK



CHASE

Chase Bank of Maryland

544 PAGE 43

278019

Financing Statement

Record in:

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

- SDAT
- Anne
Arundel County
- Other _____

DJ

NAME	Street	City	State
1. Debtor(s)			
Robert W. Childs Landscape Contractors, Inc., 491 College Parkway, Arnold, Maryland 21012			

2. Secured Party: **CHASE BANK OF MARYLAND**
10 East Baltimore Street
Baltimore, Maryland 21202

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

Check one or more boxes as applicable:

All Equipment - All 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.

11/8

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]
Gary W. Tyrrell
(Type Name)
Vice President
(Title)

DEBTOR(S):

Robert W. Childs Landscape Contractors, Inc.

[Signature]

Robert W. Childs, President
Type or Print Name and Title of
Each Signature

4/12, 1989
(Date Signed by Debtor(s))



CHASE

Chase Bank of Maryland

BOOK 544 PAGE 45

278050

Financing Statement

Record in:

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

- SDAT
- Anne Arundel County
- Other _____

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
Custom Exterior Design, Inc.,	491 College Parkway,	Arnold,	Maryland 21012

DJ

2. Secured Party: **CHASE BANK OF MARYLAND**
10 East Baltimore Street
Baltimore, Maryland 21202

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

Check one or more boxes as applicable:

All Equipment - All 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.

118

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: _____

Gary W. Tyrrell
(Type Name)

Vice President
(Title)

DEBTOR(S):

Custom Exterior Design, Inc.

Robert W. Childs, Vice President
Type or Print Name and Title of
Each Signature

4/12, 19 89
(Date Signed by Debtor(s))



CHASE

Chase Bank of Maryland

544 47

278051

Financing Statement

Record in:

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

- SDAT
- Anne Arundel County
- Other _____

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
<hr/>			
Broadneck Nurseries, Inc., 491 College Parkway, Arnold, Maryland 21012			
<hr/>			

2. Secured Party: CHASE BANK OF MARYLAND
10 East Baltimore Street
Baltimore, Maryland 21202

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

Check one or more boxes as applicable:

All Equipment - All 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.

IT.S

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:

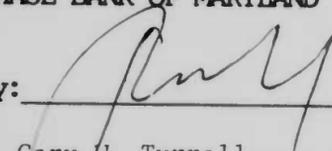
Title Owner of Real Estate: _____

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:

DEBTOR(S):

CHASE BANK OF MARYLAND

By: 
Gary W. Tyrrell
(Type Name)
Vice President
(Title)

Broadneck Nurseries, Inc.



Robert W. Childs, President
Type or Print Name and Title of
Each Signature

4/12, 1989
(Date Signed by Debtor(s))

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 \$ 170,000.00. 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): Campbell Sand and Gravel Company Limited Partnership Address(es): 2126 Espey Court Crofton, Maryland 21114

6. Secured Party: Maryland National Bank Address: Department Anne Arundel Review Unit
 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: Campbell Sand and Gravel Company Limited Partnership

Secured Party: Maryland National Bank

By: Chaney Brothers, Inc., Partner (Seal)

By: Robert G. Jones (Seal)

By: Francis H. Chaney, II (Seal)
Vice President

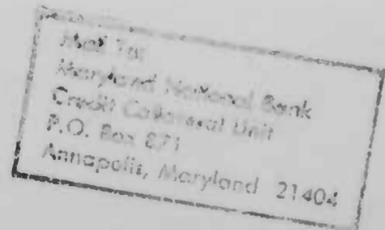
By: Robert G. Jones
Vice President

207-95 REV 1/86

MARYLAND NATIONAL BANK

By: Bob's Sand Company, Inc., Partner

By: Ronald E. Copeland (SEAL)
Ronald E. Copeland, President



Pickup

Pick up

135

1190.00

DS
SCHAFFER
AA CO. CIRCUIT COURT
13.00
1190.00
.50
45 R01 T15:44
07/24/89

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- checkbox a deed of trust
checkbox an indemnity deed of trust
checkbox a security agreement
checkbox x a financing statement
checkbox _____

dated July 17, 19 89, and executed by Campbell Sand and Gravel Company Limited Partnership

("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 Model 980C Serial Number 63X08723 New Caterpillar Wheel Loader 99C3071 Air Conditioner 9C3076 6.25 CU.YD.L.MAT.BKT,BOLT ON 6W7798 DMPACK (STANDARD TRUCK) 0P0210 CANCELLATION CHARGE EMA 0P0003 SEGMENTS BETWEEN TEETH MISC LESS: 1 SET OF 4 26.5-25,20 PR 1V7542 LESS: RIMS 2V2392 4 26.5 20PR L-3 TIRES & RIMS MISC Engine Serial # 70V30721 Engine Arr. # 2W1004

GRANTOR/DEBTOR Chaney Brothers, Inc., By: Partner (SEAL) Name: By: Francis H. Chaney, II Title: Vice President

GRANTOR/DEBTOR Bob's Sand Company, Inc., By: Partner (SEAL) Name: By: Ronald E. Copeland Title: President

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

MN415601.FIS
1840

544 of 51

278018

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, 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: SEVERNA PARK UNITED METHODIST CHURCH, INC.
731 Benfield Road
Severna Park, Maryland 21146

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

RECORD FEE 21.00
POSTAGE .50

DJ

#624450 0345 001 710134

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

07/25/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

(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

Handwritten initials and number: *ER* .52

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 July 24, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Constance M. Creamer and Margaret D. Kirmil, 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.

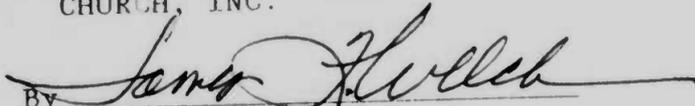
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform

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:

SEVERNA PARK UNITED METHODIST
CHURCH, INC.

By 
James E. Welch
President

By 
E.W. Engleman, Jr.
Vice President

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

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

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

DESCRIPTION OF THE PROPERTY
SEVERNA PARK METHODIST CHURCH, INC.
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a point along the Southwest side of Benfield Boulevard, 80-feet wide, said point also being along the first or South 01 degree 30 minutes 46 seconds East 323.70 foot line in the conveyance from Frank C. and Mary P. Meyers, Maurice D. and Eleanor S. Meyers, and Eugene P. and Carol J. Stastny to Severna Park Methodist Church, Incorporated, dated September 15, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 2108, Page 542; thence leaving said point of beginning and running with and binding along a part of the first line of the aforesaid conveyance being a common boundary with an existing twenty foot wide right of way to the East,

- 1) South 01 degree 30 minutes 46 seconds East 205 feet; more or less; thence leaving the aforesaid 20-foot wide right of way and running with the outline of the Severna Park Methodist Church Property,
- 2) South 89 degrees 14 minutes 54 seconds West 586.96 feet to intersect the Eastern boundary line of "Ben Oaks on the Severn, Section Two," recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 28, Page 49; thence running with and binding along a part of said Ben Oaks boundary line,
- 3) North 00 degrees 45 minutes 06 seconds West 685 feet, more or less, to intersect the aforementioned Southwest side of Benfield Boulevard; thence running with and binding along said boulevard as shown on the plats entitled "Relocated Benfield Road, Chartwell to Holly Hill Estates, Sheets 1 and 2 of 7" and being in the conveyance from Severna Park Methodist Church, Inc. to West Baltimore Building Association of Baltimore City, Maryland, dated May 20, 1968 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 2178, Page 458,

- 4) Southeasterly 756 feet, more or less, to the point of beginning.

Containing in all 5.98 acres of land, more or less, based on the above description made without benefit of a field survey.

Subject to and

/together with the use in common of a 40 foot easement or right of way through a part of the aforescribed property leading from Benfield Boulevard in a southerly direction and being located parallel to and adjoining the first line in the above description.

Being a part of the same property in the conveyance from Frank C. and Mary P. Meyers, Maurice D. and Eleanor S. Meyers and Eugene P. and Carol J. Stastny to Severna Park Methodist Church, Incorporated, dated September 15, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 2108, Page 542.

STATE OF MARYLAND

544 56

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273393

RECORDED IN LIBER 528 FOLIO 496 ON 6-23-88 (DATE)

File With Anne Arundel

1. DEBTOR

Name Elliott & Frantz Inc.

Address 10421 Guilford Road P.O. Box 1215 Jessup Maryland 20794

2. SECURED PARTY

Name Atlas Copco Roctec Inc.

Address 20 Chapin Road P.O. Box 2019 Pine Brook NJ 07058

RECORD FEE 10.00
POSTAGE .50
#512760 C237 R02 T11:03
07/25/89
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)

CHECK FORM OF STATEMENT

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

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

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

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

Dated 7/17/89

Beverly M. Rothman
(Signature of Secured Party)

Beverly Rothman

Type or Print Above Name on Above Line

544 57

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

No. of Additional Sheets Presented

Maturity Date 3 (Optional)

1. Debtor(s) (Last Name First) and Address(es):
ATI TELEPHONE SYSTEMS
2455 Hudson Street
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es):
NORTH SUPPLY COMPANY
600 Industrial Parkway
Industrial Airport, KS
66031

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

RECORD FEE 10.00
POSTAGE .50
#623630 C345 P01 T09127

5. This Statement Relates to Original Financing Statement No. 223430 C777 522-47
Filed (date) 1/12/88 with C.C. (If Fixtures) in Book Page

- A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. 07/25/89
- C. Release From the Collateral described in the Financing Statement bearing the above file number the Secured Party of record releases the following. H. ERLE SCHAFER
AA CO. CIRCUIT COURT
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.)

7. Description of Collateral:

8. Name(s) of Record Owner(s):

By _____
Signature(s) of Debtor(s) (Only on Amendment)

NORTH SUPPLY COMPANY
By John L. Shaw
Signature(s) of Secured Party(ies)

Approved By: Ron D. Blunt
Secretary of State

(1) FILING OFFICER COPY-ALPHABETICAL
FORM M-UCC-3-MISSOURI UNIFORM COMMERCIAL CODE

544 58

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 1201

1. Debtor(s) (Last Name First) and address(es)
IMPORT EXPORT SYSTEMS, INC.
718 Evelyn Avenue
Linthicum, MD

151

2. Secured Party(ies) and address(es)
NATIONAL LEASE INCOME FUND 3
c/o Integrated Resources
Equipment Group
733 Third Avenue
New York, NY 10017

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

4. This statement refers to original Financing Statement bearing File No. 01633 455-279
Filed with Anne Arundel County Circuit Court Filed October 26, 19 82

RECORD FEE 10.00
POSTAGE .50
4623650 0345 001 709128

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 07/25/89
- 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. H. E. SCHAFER
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. AA CO. CIRCUIT COURT
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. PROPERTY: All Property Covered by Original Filing
ASSIGNEE: Citicorp Del-Lease, Inc.
D/B/A Citicorp Dealer Finance
1126 South 70th Street
West Allis, WI 53214

No. of additional Sheets presented:
NATIONAL LEASE INCOME FUND 3

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

By: McPocovich VP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

544 PAGE 59

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) Cook, Marlow W. Cook, Nancy R. Gibson Island, Maryland	2. Secured Party(ies) and address(es) Bank of Louisville & Trust Co. 500 West Broadway Louisville, Kentucky 40202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #623660 C345 R01 T09:29 OK 07/25/89
4. This statement refers to original Financing Statement bearing File No. <u>09625 C777 511-500</u> County Clerk's Office of <u>Anne Arundel Co.</u> Date Filed <u>5-5</u> 19 <u>87</u>		is still effective.
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. 1980 42' Whitby Oil Screw Discovery II Hull #ZWB-421560980		

No. of additional Sheets presented:

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

Bank of Louisville & Trust Company
By: Rebecca Asud 6-29-89
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

FMLI

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

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

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) GRASS ROOTS INC 501 Central Ave Dorchesterville, Md 21033	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY P.O. BOX 36676 10710 MIDLANTHAW TOWER, SUITE 706 RICHMOND, VIRGINIA 23226
---	---

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

Book 508 Page 269

3. This statement refers to original Financing Statement No. 26619 Dated: 2-10-87

A. Continuation. <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
--	---	---	---

RECORD FEE 10.00
 POSTAGE .50
 W624470 C345 R01 T11-04
 07/25/89

4. This transaction is exempt from the Recording Tax.

Filed with Anne Arnold

H. FRLE SCHAFFER
AN CO. CIRCUIT COURT

Dated: July 12, 1989

Ford Motor Credit
(NAME OF SECURED PARTY)
 By: MC Baker

1150

278053

544 61

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) RYAN OPERATIONS, G.P. 407 Crain Highway S.E. Suite 200A, Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) UNISYS FINANCE CORPORATION ONE UNISYS PLACE DETROIT, MI 48202	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #824320 0345 R01 T10125 07/25/89 Anne Arundel EDLE SCHAFER 5. Assignee(s) of Secured Party and Address(es) LEASETEC CORPORATION 1401 Pearl St. Boulder, CO 80302
4. This financing statement covers the following types (or items) of property: 3605-03 (UFC #124) Equipment consisting of Schedule A attached hereto and made a part hereof and all accessories, additions and attachments now and hereafter attached thereto. This filing is solely for notice purposes and shall not be deemed to change the nature of the transaction to anything other than that of a true lease.		

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

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

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

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

Filed with:

RYAN OPERATIONS, G.P.
By: [Signature]
Signature(s) of Debtor(s)

UNISYS FINANCE CORPORATION
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.5

BOOK 544 PAGE 62

**SCHEDULE A
EQUIPMENT DESCRIPTION**

Attached to Lease Schedule Number 03 under Master Equipment Lease Agreement Number 3605

EQUIPMENT LOCATION:

407 CRAIN HIGHWAY S.E., SUITE 200A
GLEN BERNIE, MD 21061

<u>QTY</u>	<u>TYPE</u>	<u>SERIAL NUMBER</u>
01	B25-TS	379383094
01	B25-PS	140181297

LESSOR:

UNISYS FINANCE CORPORATION

BY: [Signature]

TITLE: Regional Operations Manager

DATE: JUN 20 1989

LESSEE:

RYAN OPERATIONS, G.P.

BY: [Signature]

TITLE: TREASURER, RYAN HOMES, INC.
ITS GENERAL PARTNER

DATE: 5/30/89

278051

544 63

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) Network, Inc. 300 Hospital Drive Suite 20 Glen Burrie, MD 21061	2. Secured Party(ies) and address(es) Unisys Finance Corporation One Unisys Place Detroit, MI 48232	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) DJ RECORD FEE 11.00 #624230 C345 R01 T10/19 07/25/89 H. ERLE SCHAFER
4. This financing statement covers the following types (or items) of property: Equipment consisting of Schedule A attached hereto and made a part hereof and all accessories, additions and attachments now and hereafter attached thereto. Not subject to Recordation Tax as per Section 12-108(k)(4) of the Annotated Code of Maryland. 3822 - 01		5. Assignee(s) of Secured Party and Address(es) 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: 1 Network, Inc. By: <u>Steph C. O'Neill</u>		Unisys Finance Corporation By: <u>Sam Donald</u> <small>Signature(s) of Secured Parties</small>

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253807

RECORDED IN LIBER 477 FOLIO 574 ON Sept. 20, 1984 (DATE)

1. DEBTOR

Name Northern Lights Ltd.
Address 705 Hammonds Ferry Rd., Linthicum, Md 21090

2. SECURED PARTY

Name HOBART CORPORATION
World Headquarters
Address Troy, Ohio 45374

RECORD FEE 10.00
POSTAGE .50
#624210 0345 R01 110*19

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

07/25/89

3. Maturity date of obligation (if any)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" 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.)</p>

Clerk of Circuit Court
Annapolis
D 1699

Dated July 19, 1989

HOBART CORPORATION

(Signature of Secured Party)
Janice E. Lassiter

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

UCC-3 STATE OF MARYLAND

1050

544 PAGE 66

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278055

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

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

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

This financing statement Dated 5-12-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Perkins Shearer

Name DBA Polo Ralph Lauren #30

Address 16 Market Space Annapolis, MD 21401

2. SECURED PARTY

Name ~~NCR Corporation~~ NCC LEASING INC.

Address ~~1700 S. Patterson Blvd~~ 1601 S. MAIN ST.

Dayton, OH 45479 DAYTON, OHIO 45409

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

3. Maturity date of obligation (if any)

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

2150-0000-0000 System

Name and address of Assignee	
RECORD FEE	12.00
POSTAGE	.50

4324100 0345 701 110#1

07/25/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

22 MAY 89 11:30

CHECK THE LINES WHICH APPLY

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

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

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

William G. Morrison
(Signature of Debtor)

William G. Morrison
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Garrett Geyre
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1250

4392/155718

544 67

278056

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)

VOGEL, Michael J.
1727 Bayside Beach Road
Pasadena, MD 21122

2 Secured Party(ies) and address(es)

John Deere Company
P.O. Box 65090
West Des Moines, IA 50265

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

DS

RECORD FEE 11.00

RECORD TAX 10.50

POSTAGE .50

212845614

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

1989 Lowe 8773N (LWN2380V989)
1989 Mercury 150HP OC208286

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

RECORDED AND INDEXED 07/25/89

07/25/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

maximum principal indebtedness for MD. tax recording purposes is \$1465.00

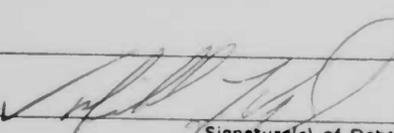
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

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

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

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

Filed with:

By:  Signature(s) of Debtor(s)

John Deere Co.
By:  Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

11-50

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

AA-LO

\$ 278057

FINANCING STATEMENT

1. Debtor (s):
Reithlingshoefer, Smith & Assoc.
Name or Names - Print or Type
132 West Street, Annapolis, MD 21401
Address - Street No., City - County State Zip Code

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

2. Secured Party:
HARBOR LEASING ASSOC. II
Name or Names - Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address - Street No., City - County State Zip Code

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

Telephone System

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.

DJ
RECORD FEE 11.00
POSTAGE .50
#624170 C345 R01 T10416
07/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR: [Signature]
(Signature of Debtor)

SECURED PARTY:
Harbor Leasing Associates II
(Company, if applicable)

Don Reithlingshoefer, Partner
Type or Print
[Signature]
(Signature of Debtor)
Type or Print

[Signature]
(Signature of Secured Party)
Mark M. Caplan, Partner
Type or Print (Include title if Company)

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

Name and Address HARBOR LEASING ASSOC. II, 701 Cathedral Street, Baltimore, Maryland 21201

FILING FOR INFORMATIONAL PURPOSES ONLY,
Filing this equipment lease does not create a security interest.

118

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278053

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

If transaction or transactions wholly or partially subject to 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

DETRICH, Thomas A. Sr., Owner d/b/a
Name Detrich's Auto Body Plus
Address 8886 Fort Smallwood Road, Pasadena, MD 21122

2. SECURED PARTY

Name Chief Automotive Systems, Inc
Address 1924 East Fourth Street, Grand Island, NE 68801

RECORD FEE 12.00

POSTAGE .50

#324150 0745 R01 T10#14

07/25/89

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

H. ERLE SCHAFFER

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

"Purchase Money Security Interest In:" One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems Inc S/N II 30385, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1718
Thomas A. Detrich Sr.
(Signature of Debtor)
DETRICH, Thomas A. Sr., Owner d/b/a
Detrich's Auto Body Plus
Type or Print Above Name on Above Line

Thomas A. Detrich Sr.
(Signature of Debtor)

Thomas A. Detrich Sr.
Type or Print Above Signature on Above Line

James J. ...
(Signature of Secured Party)

Chief Automotive Systems, Inc
Type or Print Above Signature on Above Line

PARTIES

44 PAGE 70

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

278059

Debtor name (last name first if individual) and mailing address:

BRUKIEWA JUDITH L.
7959 TELEGRAPH RD. LOT #132
SEVERN MD 21144

1

Debtor name (last name first if individual) and mailing address:

7959 TELEGRAPH RD. LOT #132
SEVERN MD 21144

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

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

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

CHESAPEAKE MH OF LAUREL, MD

4

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County
- real estate records of _____ County

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

1977 TORCH 14 X 70
SERIAL # 142775 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered

9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier #624140 0345 R01 T10:11
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

BRUKIEWA JUDITH L. *Judith L. Brukiewa*

1a

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

STATE OF MARYLAND

278060

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. Ballantine, Inc.
Address 1797 Dorsey Rd. Hanover, MD 21076

2. SECURED PARTY

Name B & H Heavy Equipment Rental, Inc.
Address 201 Ritchie Rd. Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 17.00
POSTAGE **CK** .50

3. Maturity date of obligation (if any) _____

#624110-0345 R01 T10:08
07/25/89

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

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

"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.
500 DiGiulian Blvd.
P.O. Box 1680
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert A. Ballantine, Inc.

Robert A. Ballantine
(Signature of Debtor)

Robert A. Ballantine
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten initials "R.A.B."

B & H Heavy Equipment Rental, Inc.

Pete Babb Pres.
(Signature of Secured Party)

Pete Babb Pres.
Type or Print Above Signature on Above Line

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 544 PAGE 72

TO: **B & H Heavy Equipment Rental, Inc.** ("Seller") FROM: **Robert A. Ballantine, Inc.** ("Buyer")
 201 Ritchie Rd. Capitol Heights, MD 20743 1797 Dorsey Rd. 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) Caterpillar Model D# Track Type Tractor S/N 27Y4521	(1) TIME SALES PRICE	\$ 38,639.20
	(2) Less DOWN PAYMENT in Cash	\$ 10,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 28,639.20
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 Rd. **Hanover** **Anne Arundel** **MD**
(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 eight thousand six hundred thirty nine and 20/100 Dollars (\$ 28,639.20) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 19th day of August, 19 89, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 1,193.30 and the final installment being in the amount of \$ 1,193.30 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: July 13 19 89 BUYER(S)-MAKER(S):
 Accepted: B & H Heavy Equipment Rental, Inc. (SEAL) Robert A. Ballantine, Inc. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: [Signature]
(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 _____

3

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 HEREUNDER 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

(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 July 13, 1989 between B & H Heavy Equipment Rental, Inc. as Seller/Lessor/Mortgagee and Robert A. Ballantine, Inc. 1797 Dorsey Rd. 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 \$ 28,639.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of July, 19 89

B & H Heavy Equipment Rental, 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

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

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

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

This financing statement Dated April 1, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid-Atlantic Beverage Service, Inc.

Address 7455 New Ridge Rd., -K, P.O. Box 439, Hanover, Maryland 21076

2. SECURED PARTY

Name BreakTime Enterprises, Inc.

Address 2859 Paces Ferry Rd., Suite 1520, Atlanta, Georgia 30339

Michael E. Bowler

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

3. Maturity date of obligation (if any) April 1, 1990

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

All BreakMate dispensers and accessories thereto owned by debtor

Name and address of Assignee

RECORD FEE 11.00

POSTAGE *CK* .50

#624100 0345 R01 T10:07

07/25/89

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)

X *David H. Carroll, President*
(Signature of Debtor)

XX DAVID H. CARROLL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael E. Bowler
(Signature of Secured Party)

MICHAEL E. BOWLER
Type or Print Above Signature on Above Line

11.50

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF WASHINGTON COUNTY, MARYLAND, ANNE ARUNDEL COUNTY, 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: | DAY ROAD LIMITED PARTNERSHIP
514 North Crain Highway
Glen Burnie, Maryland 21061 |
| 2. | NAME AND ADDRESS OF SECURED PARTY: | MARYLAND NATIONAL BANK
Real Estate Industries Group
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:

(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 or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the

RECORD FEE 18.00
POSTAGE .50
CK
0345 R01 110403
07/25/89

H. ERLE SCHAFER
CIRCUIT COURT

1850

use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a certain Deed of Trust and Security Agreement dated June 24, 1988 from the Debtor to Jan K. Guben and James D. Wright, Trustees, and recorded among the Land Records of Washington County, Maryland in Liber 881, Folio 226, as amended and restated by an Amendment and Restatement of Deed of Trust and Security Agreement dated July 10, 1989 executed by the Debtor for the benefit of Constance M. Creamer and Margaret D. Kirmil, Trustees, and recorded or intended to be recorded among the aforesaid Land Records (collectively, the "Deed of Trust").

(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:

DAY ROAD LIMITED PARTNERSHIP

By: Fedder Management Corporation,
General Partner

By Joel D. Fedder
Joel D. Fedder,
President

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

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

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

PARCEL NO. 1: All the following described lot or parcels of ground situate about 3 miles Southeast of Hagerstown along the Dual Highway in Washington County, Maryland and more particularly described as follows: Being all those lots known and designated at Lots No. 10, 11, 12 and that portion of Lot No. 28 which lies between the Northeast boundary of Lot No. 10, 11 and 12 and the Western margin of the county road and being the Northeasternmost 150 feet of said Lot No. 28; all of which lots are a part of Block D, Section A of Dual Park, the plat of which is duly recorded in Plat Record No. 3, folio 282, one of the Plat Records in the Office of the Clerk of the Circuit Court for Washington County. The above described lots comprise the land between the Dual Highway and the County Road. The said Lots No. 10, 11 and 12 fronting 50 feet each on the Northeast side of the said Dual Highway and extending back therefrom with uniform width a distance of 200 feet, more or less.

PARCEL NO. 2: All the following described lot or parcel of ground situate about 3 1/2 miles Southeast of Hagerstown along the Dual Highway in Washington County, Maryland and more particularly described as follows: Being all that lot known and designated as Lot No. 9 and that portion of Lot No. 27 which lies between the Northeast boundary of said Lot No. 9 and the Western margin of the County Road and being the Southeasternmost 50 feet of said Lot No. 27; all of which lots are a part of Block D, Section A of Dual Park, the plat of which is duly recorded in Plat Record No. 3, folio 282. The above described lots and portion of lot comprise the land between the Dual Highway and the County Road. The said Lot No. 9 fronts 50 feet on the Northeast side of said Dual Highway and extends back therefrom with that uniform width a distance of 200 feet, more or less.

BEING all the same property which was conveyed unto Kirk E. Davis and Patricia F. Davis, his wife, by Deed from Dorothy K. Tooma, Personal Representative of the Estate of Frederick A. Tooma, deceased, late of Washington County, Maryland, and Elaine C. Tooma, by Deed dated November 13th, 1985, and recorded November 27th, 1985, in Liber 798, folio 1033, among the Land Records of Washington County, Maryland.

278063

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Brumwell, Wayne E., Sr. T/A Brumwell Hauling
Address 4013 Mountain Road Pasadena, MD 21122

2. SECURED PARTY

Name B & H Heavy Equipment Rental, Inc.
Address 201 Ritchie Road, Bldg. C Capitol Heights, MD 20743

RECORD FEE 18.00
POSTAGE .50
4424060 0345 R01 T10:04
07/25/89
ERIE SCHAFER
AA CO. CIRCUIT COURT

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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)

Wayne E. Brumwell, Sr. T/A Brumwell Hauling

Wayne E. Brumwell
(Signature of Debtor)

Wayne E. Brumwell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

B & H Heavy Equipment Rental, Inc.

Pete Babb, Pres
(Signature of Secured Party)

Pete Babb, Pres
Type or Print Above Signature on Above Line

1852

FIRST INTERSTATE CREDIT ALLIANCE, INC.

544 81

CONDITIONAL SALE CONTRACT NOTE

Wayne E. Brumwell, Sr. T/A

TO: B & H Heavy Equipment Rental, Inc. FROM: Brumwell Hauling
 ("Seller") ("Buyer")
201 Ritchie Road Bldg. C Capitol Heights, MD 4013 Mountain Road Pasadena, MD 21122
 (Address of Seller) (Address of Buyer)
 20743

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) 1986 Caterpillar Model D4H Crawler Dozer, S/N 3PB530	(1) CASH SALE PRICE	\$ 46,725.00
	(2) DOWN PAYMENT In Cash	\$ 4,672.50
	(3) DOWN PAYMENT In Goods*(Trade-In Allowance) ..	\$ -0-
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 42,052.50
	(5) INSURANCE and other Benefits	\$ -0-
	Types of coverage and benefits	\$ 200.00
	(6) OFFICIAL or DOCUMENTARY FEES	\$
	Describe and Itemize	\$
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)]	\$ 42,252.50
	(8) FINANCE CHARGE (Time Price Differential)	\$ 13,715.50
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)]	\$ 55,968.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 50,540.50	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
4013 Mountain Road Pasadena 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 Fifty five thousand nine hundred sixty eight and 00/100***** Dollars (\$ 55,968.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 18th day of August 19 89, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,166.00 and the final installment being in the amount of \$ 1,166.00 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
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

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

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

Date: July 17, 19 89 BUYER(S)-MAKER(S):
 Accepted: B & H Heavy Equipment Rental, Inc. (SEAL) Wayne E. Brumwell, Sr. T/A (SEAL)
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: [Signature]
 (Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: (SEAL)
 (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

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)

(I.S.)

(Guarantor-Endorser)

(I.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_____

(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 July 17, 1989

between B & H Heavy Equipment Rental, Inc. as Seller/Lessor/Mortgagee

and Wayne E. Brumwell, Sr. T/A Brumwell Hauling 4013 Mountain Road Pasasena, MD 21122 (Name) (Address)

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease 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 \$ 55,900.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of July 19 89

B & H Heavy Equipment Rental, 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.)

FICAL-5A

AA Co

544 84

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502 Page No. 47-49
Identification No. 263416 Dated 8/21/86

1. Debtor(s) { Broadneck Nurseries, Inc.
Name or Names - Print or Type
491 College Parkway, A.A. Co., Annapolis, Maryland 21012
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
18 West Street, A.A. Co., Annapolis, Maryland 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
#624050 0345 R01 110#03
GS 07/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: April 12, 1989

The First National Bank of Maryland
(Name of Secured Party)
Catherine T. Lewis
(Signature of Secured Party)

Catherine T. Lewis, Asst. Vice President
Type or Print (Include Title if Company)

15.8

AA G.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502 Page No. 50-52
Identification No. 263417 Dated 8/21/86

- 1. Debtor(s) { Robert W. Childs Landscape Contractors, Inc.
Name or Names - Print or Type
491 College Parkway, A.A. Co., Arnold, Maryland 21012
Address - Street No., City - County State Zip Code
- 2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
18 West Street, A.A. Co., Annapolis, Maryland 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
#624040 D345 R01 T10#03
07/25/89
CK
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Dated: April 12, 1989

The First National Bank of Maryland
(Name of Secured Party)
Catherine T. Lewis
(Signature of Secured Party)
Catherine T. Lewis, Asst. Vice Pres.
Type or Print (Include Title if Company)

10.50

544 DEC 86

Co

FINANCING STATEMENT FORM UCC-1

Identifying File No.

278064

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Concrete Placing Services of MD, Inc.
Address 708 Crain Hwy Glen Burnie, MD 21061

2. SECURED PARTY

Name MidLantic Commercial Leasing Corp.
Address 225 W. 34th St. New York, NY 10122

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

3. Maturity date of obligation (if any)

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

1-- 1985 Schwing 750-15 Concrete Pump
s/n: 71004095

RECORD FEE 11.00

GK #624030 C345 R01 T10+02
07/25/89

NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER

H. EIRLE 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

William J. Brown
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

T. BANKS
Type or Print Above Signature on Above Line

11 80

FORM 544 FEE \$7

278065

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. 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 1.00
RECORD FEE 10.00

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

GK 6624020 0345 R01 T10401
07/25/89

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 7/12/89, Schedule # 01, dated 7/12/89 between Assignor as Lessor and LEASE ACCOUNT # 117098 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 7/17/89 between Assignor and Assignee:

- (1) One 1989 Mack Dump Truck, Model RD 690 SX, S/N 2M2P199C4KC005724

CHECK THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.
[Signature]
(Signature of Debtor)

Bruce J. Winter, Vice President
Type or Print Above Signature on Above Line

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

Societe Generale Financial Corporation

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

2663

Filed in Anne Arundel County

Not subject to recordation tax
11

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278053

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

If transaction or transactions wholly or partially subject to 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 Leasetec Corporation
Address 1401 Pearl Street
Boulder, CO 80302

RECORD FEE 11.00

2. SECURED PARTY

Name Mellon Bank, N.A.
Address 3 Mellon Bank Center
Room 2306
Pittsburgh, PA 15259
Attn: Loan Administration
Person And Address To Whom Statement Is To Be Returned If Different From Above.

#623970 0345 R01 109:57

07/25/89

CK H. EMLE 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)

Unisys Finance Corporation electronic data processing equipment, including all equipment and proceeds covered by MLA #3605, Schedule 03 for Ryan Operations, G.P.. See attached sheet for equipment configuration.

Name and address of Assignee

(Unisys #124)

ANNE ARENDEL

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Leasetec Corporation
(Signature of Debtor)

Michael E. Harper, Program Analysis

Type or Print Above Name on Above Line

Michael E. Harper
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mellon Bank, N.A. *Kent DeHart*
(Signature of Secured Party)

Kent DeHart, A.V.P.

Type or Print Above Signature on Above Line

11

SCHEDULE A
EQUIPMENT DESCRIPTION

Attached to Lease Schedule Number 03 under Master Equipment Lease Agreement Number 3605

EQUIPMENT LOCATION:

407 CRAIN HIGHWAY S.E., SUITE 200A
GLEN BERNIE, MD 21061

QTY	TYPE	SERIAL NUMBER
01	B25-TS	379383094
01	B25-PS	140181297

LESSOR:

UNISYS FINANCE CORPORATION

BY: [Signature]

TITLE: Regional Operations Manager

DATE: JUN 20 1989

LESSEE:

RYAN OPERATIONS, G.P.

BY: [Signature]

TITLE: TREASURER RYAN HOMES, INC,
ITS GENERAL PARTNER

DATE: 5/30/89

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 Seller is secured } party AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

CHOONG MO CHUNG
Name or Names—Print or Type

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

JEONG BOK CHUNG, his wife
Name or Names—Print or Type

1334 Cape St. Clair Road, Annapolis, Md. 21401
Address—Street No., City - County State Zip Code

2. Secured Party:

MOON P. HONG
Name or Names—Print or Type

1334 Cape St Annapolis Md 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
All fixtures, equipment, furniture and personal property located in Bergman Cleaners and Tailors, "1334 Cape St. Clair Road, Annapolis, Maryland 21401.

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

5. If collateral is crops, describe real estate.

RECORD FEE 12.00
 GK POSTAGE .50
 #627910 0345 R01 109#50
 07/25/89

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

DEBTOR(S):

C M Chung 7/19/89
 (Signature of Debtor)

SECURED PARTY:

(Company, if applicable)

[Signature] 7/19
 (Signature of Secured Party)

CHOONG MO CHUNG
Type or Print

JB Chung 7/19/89
 (Signature of Debtor)

JEONG BOK CHUNG
Type or Print

MOON P. HONG
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, Baltimore, Maryland 21202
 Lucas Bros. Form F-1

1780

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278067

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

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

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

This financing statement Dated June 14, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Triumphant Gate, Inc. t/a Triumphant Gate Restaurant
Address 8265 Route 3 North, Store # 14 & 15, Northway Shopping Center, Millersville, MD 21108

2. SECURED PARTY

Name Allied Lending Corporation
Address 1666 K Street, NW #901, Washington, D.C. 20006
Suzanne M. King c/o Allied Lending Corporation (Same Address)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

Furniture, fixtures, machinery, equipment (excluding titled motor vehicles), inventories (raw materials, work in progress, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address, or elsewhere.

RECORD FEE 12.00

POSTAGE .50

#623980 0345 P01 109#58

07/25/89

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)

SEE ATTACHMENT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRIUMPHANT GATE, INC. t/a Triumphant Gate Restaurant

BY: Bobby Lee President (Signature of Debtor)

SEAL Bobby Lee Type or Print Above Name on Above Line

ATTEST: Fung-Chih Lee Secretary (Signature of Debtor)

AA: CB Fung-Chih Lee Type or Print Above Signature on Above Line

This financing statement is filed or recorded to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price. Sec. 12-108(K) (4) of Ann. Code of MD.

Allied Lending Corporation
Dianna L. Seaborn (Signature of Secured Party)

Dianna L. Seaborn, Asst. Vice President Type or Print Above Signature on Above Line

12.50

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ N/A

FINANCING STATEMENT

1. Debtor(s):

Wilkins Yacht Sales, Inc.
 Name or Names—Print or Type
P.O. Box 127 Edgewater, MD 21037
 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:

Hoffman-Green Leasing, Inc.
 Name or Names—Print or Type
6913 Ritchie Highway 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).

- New Komatsu Fork Lift, Gasoline Powered- 4410/1293
- Office Telephone System - 4410/1295
- Dasher D211 Package Terminal - 4410/1301
- F & I Equipment -4410/1306
- Painted Rack system - 4410/1308
- Sign Structure - 4410/1311
- 82 Marine Travelift, Model 60AMO - 4410/1550
- Marine Travelift, Model SPL7AM - 4410/1551

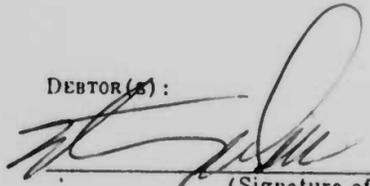
RECORD FEE 11.00
 120,000 lb. Capacity
 14,000 lb. Capacity

01/25/89

CK
 H. ERLE SCHAFER
 MD CO. CIRCUIT COURT

Proceeds of collateral are are not covered.

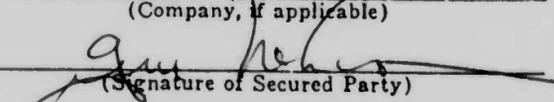
DEBTOR(S):



 (Signature of Debtor)

SECURED PARTY:

Hoffman-Green Leasing, Inc.
 (Company, if applicable)



 (Signature of Secured Party)

Gene Walman, Vice President
 Type or Print (Include title if Company)

Maury Wilkins, Wilkins Yacht Sales, Inc.
Type or Print

 (Signature of Debtor)

 Type or Print

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

Name and Address _____



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. 251741

RECORDED IN LIBER 472 FOLIO 450 ON 4-25-84 (DATE)

1. DEBTOR

Name Robert W. Seaman

Address 8 Rockwell Court, Annapolis, MD 21403

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 FORM OF STATEMENT

<p>A. Continuation <input checked="" 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.)</p>

RECORD FEE 10.00
POSTAGE .50
4623840 1345 R01 T09:45
07/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated _____

Maryann Cannistraci
(Signature of Secured Party)

Key Capital Corp. / Maryann Cannistraci A.V.P.
Type or Print Above Name on Above Line

STATE OF MARYLAND

544 94

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269423

RECORDED IN LIBER 517 FOLIO 82 ON 9-1-87 (DATE)

1. DEBTOR

Name Brady, James M.

Address 8342 A Deer Run Ct., Severn, Md. 21144

2. SECURED PARTY

Name Agricredit Acceptance Corp.

Address P.O. Box 10357, Des Moines, Ia. 50306

RECORD FEE 10.00
#42300 0345 R01 T09137
OK 07/25/89
H. ERLE SCHAFER
CC. CIRCUIT COURT

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>40-19057-8704991</p>	

Dated 7-14-89

Agricredit Acceptance Corp.

Mary A. Freeborn Credit Clerk
(Signature of Secured Party)

Mary A. Freeborn, Credit Clerk
Type or Print Above Name on Above Line

15-

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

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

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

This financing statement Dated July 20, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thacker Oldsmobile-Cadillac, Inc.

Address 34 Hudson Street, Annapolis, MD 21401

2. SECURED PARTY

Name BAY NATIONAL BANK

Address 2661 Riva Road, Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

All inventory now or hereafter acquired and wherever located, together with all accounts, contract rights, chattel paper, instruments, documents, and general intangibles now or hereafter arising.

*PURCHASE MONEY TO BE USED TO PURCHASE USED AUTOMOBILES<

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
RECORD FEE 11.00
POSTAGE .50

CK

CHECK THE LINES WHICH APPLY

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

#512850 0055 R02 T13+24

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

07/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

THACKER OLDSMOBILE-CADILLAC, INC.

Joseph A. Thacker
(Signature of Debtor)

Joseph A. Thacker, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

Lee M. Donovan
(Signature of Secured Party)

Lee M. Donovan, President

Type or Print Above Signature on Above Line

1100
10

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)
THE DRIGGS CORPORATION
8700 Ashwood Drive
Capitol Heights, MD 20743

2. Secured Party(ies) and address(es)
GENERAL ELECTRIC CAPITAL CORPORATION
600 W. Germantown Pike
Plymouth Meeting, PA 19462

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

RECORD FEE 11.00
POSTAGE CK .50
#824840 0777 R01 T14142
5. Assignee(s) of Secured Party and Address(es) 07/25/89
H. FRLE SCHAFFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
One (1) Dynapac Soil Roller mdl. CA15 S/N 1564S17
One (1) Dynapac Soil Roller mdl. CA25D S/N 3139S17
With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof. Debtor is not authorized to sell equipment.
~~THE DRIGGS CORPORATION~~
PRECAUTIONARY FILING ONLY - RECORDATION TAX NOT REQUIRED

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, MD
MOBILE2NDQTR. '89 316759

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

GENERAL ELECTRIC CAPITAL CORPORATION
By: *James S. Call*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

EDGEWATER TIRE CENTER, INC.
3420 Pike Ridge Road
Edgewater, Maryland 21037

2. NAME AND ADDRESS OF SECURED PARTY:

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

3. This Financing Statement covers all:

a. Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

4. Principal amount of this debt is ONE HUNDRED EIGHTY-THOUSAND DOLLARS (\$180,000.00) to the Creditor of which sum FIFTEEN THOUSAND AND NO/100----- DOLLARS (\$ 15,000.00) is subject to the recordation tax.

RECORD FEE 11.00
RECORD TAX 105.00

07/25/89
CK

DEBTORS:

EDGEWATER TIRE CENTER, INC.

BY Robert F. Wilson, Sr.
ROBERT F. WILSON, SR.
President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY Ross J. Selby
ROSS J. SELBY
Senior Vice-President

H. EIRLE SCHAFER
COURT

AFTER RECORDATION return to:
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
23 West Street
P.O. Box 1911
Annapolis, Maryland 21404

1100
10500

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

FN001.406

544 PAGE 98

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268532

RECORDED IN LIBER 514 FOLIO 38 ON July 10, 1987 (DATE)

1. DEBTOR

Name The Melart Jewelers, Inc.

Address 8700 Georgia Avenue, Silver Spring, Maryland 20910 FEE 10.00
RECORD TAX 77.00

2. SECURED PARTY

Name Equitable Bank, N.A.

Address 6100 Executive Boulevard, Suite 300
Rockville, Maryland 20856

#24850 0717 R01 T14143
07/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

MAIL TO: Barnes & Thornburg - 1815 H Street, N.W., Washington, D.C. 20006 - Attn: J. Douglas

3. Maturity date of obligation (if any) June 23, 1992

CHECK FORM OF STATEMENT

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

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

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

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

AMENDMENT

All inventory owned by debtor, all accounts receivable and contract rights of debtor; all fixed assets of debtor; all chattel paper and instruments evidencing any obligation to debtor for payment for goods sold or leased or services rendered; all interest of debtor in any goods the sale or lease of which shall have given or shall give rise to, and in all guaranties and other property securing the payment or performance under any accounts receivable, contract rights or any such chattel paper or instruments.

See ~~SCHEDULE~~ Certification of Allocation Attached

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

Dated October 6, 1987

Brian Tracey
(Signature of Secured Party)

Brian Tracey
Type or Print Above Name on Above Line

10 77 80

CERTIFICATION OF ALLOCATION OF
MARYLAND RECORDATION TAX

Date:

TO: ANNE ARUNDEL COUNTY

REFERENCE: \$1,000,000.00 Loan by Equitable Bank, N.A. to
The Melart Jewelers, Inc.

With respect to the above-referenced loan and to, the personal property (the "Collateral") securing said loan, the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- | | |
|---|-------------|
| 1. Value of Exempt Collateral located in County | \$ 344,000 |
| 2. Value of Non-Exempt Collateral located in County | \$ 101,000 |
| 3. Total Value of Collateral located in County | \$ 445,000 |
| 4. Total Value of Collateral | \$9,650,000 |
| 5. Computation of Amount of Debt Exempt from Recordation Tax: | |

Non-Exempt Collateral in County	X	Total Collateral in County	X	\$1,000,000.00
<u>Total Collateral in County</u>		<u>Total Collateral in County</u>		

\$10,471 = Amount of Non-Exempt Debt:

6. Recordation Tax Due on Non-Exempt Debt

$\frac{\$7.00}{1000} \times \$ 11,000 = \$ 77.00$

THE MELART JEWELERS, INC.

BY: Albert A. Foer, Chairman (SEAL)
Albert A. Foer, Chairman

BY: _____ (SEAL)

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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 544 PAGE 100

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 263203 recorded in Liber 501, Folio 442 on 8/7/86 (date)

1 DEBTOR(S):

Name(s): GARBCO, Inc. t/a g.Briggs
Address(es): 611 A N. Hammonds Ferry Road
Linthicum, Maryland 21090

2 SECURED PARTY:

Name: Union Trust Company of Maryland
Address: Baltimore and St. Paul Streets
Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.
Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Maryland 21201
Attn: James H. Peterson 050601

RECORD FEE 10.00
#624860 0777 R01 11443
07/25/89
H. ERLE SCHAFER
AA CO. CREDIT COURT

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

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

8.

SECURED PARTY:

Union Trust Company of Maryland
By Deborah O. Kasper ATP
Assistant Vice President
(Type Name and Title)

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

Anne Arundel

Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

544 101

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 264884 recorded in Liber 505 Folio 394 on 12/2/86 (date).

1. DEBTOR(S):

Name(s): GARBCO, Inc. t/a g. Briggs

Address(es): 611 A N. Hammonds Ferry Road
Linthicum, Maryland 21090

2. SECURED PARTY:

Name: Union Trust Company of Maryland

Address: Baltimore and St. Paul Streets
Baltimore, Maryland 21203

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

Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Maryland 21201
Attn: James H. Peterson 050601

RECORD FEE 10.00

8524870 0777 R01 T1444

01/25/89

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

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

H. ERLE SCHAFER

CIRCUIT COURT

8.

SECURED PARTY:

Union Trust Company of Maryland

By Deborah O. Kasper
Deborah O. Kasper
Assistant Vice President
(Type Name and Title)

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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 544 PAGE 102

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 264018 recorded in Liber 503, Folio 338 on 10/1/86 (date).

1. DEBTOR(S):
 Name(s): GARBCO, Inc. t/a g. Briggs
 Address(es): 611 A N. Hammonds Ferry Road
Linthicum, Maryland 21090

2. SECURED PARTY:
 Name: Union Trust Company of Maryland
 Address: Baltimore and St. Paul Streets
Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.
Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Maryland 21201
Attn: James H. Peterson 050601

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

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

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

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

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

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

8. _____

RECORD FEE 10.00
7024890 0777 R01 T1444
07/25/89
H. ERLE SCHAFER
CIRCUIT COURT

SECURED PARTY:

Union Trust Company of Maryland
By Deborah O. Kasper AVP
Deborah O. Kasper
Assistant Vice President
(Type Name and Title)

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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 544 PAGE 103

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 262771 recorded in Liber 500, Folio 109 on 7/17/86 (date).

1. DEBTOR(S):

Name(s): GARBCO, Inc. t/a g.Briggs
Address(es): 611 A N. Hammonds Ferry Road
Linthicum, Maryland 21090

2. SECURED PARTY:

Name: Union Trust Company of Maryland
Address: Baltimore and St. Paul Streets
Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.
Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Maryland 21201
Attn: James H. Peterson 050601

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

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

SECURED PARTY:

Union Trust Company of Maryland
By Deborah O. Kasper AVP
Deborah O. Kasper
Assistant Vice President
(Type Name and Title)

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

RECORD FEE 10.00
#524890 0777 R01 T14:44
07/25/89
H. EDLE SCHAFER
AP CO. CIRCUIT COURT

Anne Arundel

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 544 PAGE 104

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 257952 recorded in Liber 488, Folio 294 on 8/13/85 (date).

1. DEBTOR(S):

Name(s): GARBCO, Inc. t/a g. Briggs
Address(es): 611 A N. Hammonds Ferry Road
Linthicum, Maryland 21090

2. SECURED PARTY:

Name: Union Trust Company of Maryland
Address: Baltimore and St. Paul Streets
Baltimore, Maryland 21203

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

Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Maryland 21201
Attn: James H. Peterson 050601

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

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

RECORD FEE 10.00
07/25/89
H. ERLE SCHAFER
CIRCUIT COURT

8.

SECURED PARTY:

Union Trust Company of Maryland
By Deborah O. Kasper AVP
Assistant Vice President
(Type Name and Title)

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

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 544 PAGE 105

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 250993 recorded in Liber 471, Folio 44 on 2/21/84 (date).

1. DEBTOR(S):
 Name(s): GARBCO, Inc. t/a g.Briggs
 Address(es): 611 A N. Hammonds Ferry Road
Linthicum, Maryland 21090

2. SECURED PARTY:
 Name: Union Trust Company of Maryland
 Address: Baltimore and St. Paul Streets
Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above.
Equitable Bank, N.A.
100 S. Charles Street
Baltimore, Maryland 21201
Attn: James H. Peterson 050601

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

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

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

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

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

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

8.

RECORDED FEE 10.00
#624910 0777 R01 11445
07/25/89
H. ERLS SCHAFER
COURT

SECURED PARTY:

Union Trust Company of Maryland
By Deborah O. Kasper AP.
Deborah O. Kasper
Assistant Vice President
(Type Name and Title)

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

BC-4377 (1)

278077

544 106

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND, AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY MARYLAND

NOT SUBJECT TO
RECORDATION TAX

RECORD FEE 18.00
POSTAGE .50
GK #514200 C237 R02 T10:40
07/26/89

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. NAME AND ADDRESS OF DEBTOR: Patapsco Central Limited Partnership
c/o James F. Knott Development Corporation
110 West Road
Suite 203
Towson, Maryland 21204
2. NAME AND ADDRESS OF SECURED PARTY: Columbia Bank
10480 Little Patuxent Parkway
Columbia, Maryland 21044
Attn: Ms. Sharon Curtis

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, building materials supplies, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property");

(b) All rents, incomes, issues, profits, revenues, royalties, bonuses, rights, accounts, security

1800
D



deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(c) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(d) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(f) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property.

The Property is also described in that certain Indemnity Deed of Trust and Security Agreement of even date herewith, made between Debtor and Alan M. Schwartz, Esquire, and Jeffrey T. Agnor, Esquire, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

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

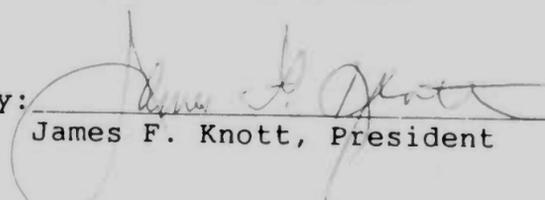
356:06/29/89(2)
ASG07 (4666B)

544 PAGE 108

6. The name of the record owner of the Property is Patapsco Central Limited Partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is \$500,000.

Debtor: PATAPSCO CENTRAL LIMITED PARTNERSHIP,
by its General Partner, James F. Knott
Development Corporation

By:  (SEAL)
James F. Knott, President

Date: 6/30/89

Mr. Clerk: Please return to: Vaughan K. Weikel, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

356/lam

AMERICAN TITLE GUARANTEE CORPORATION
120 EAST BALTIMORE ST.
SUITE 1800
BALTIMORE, MARYLAND 21202

EXHIBIT "A"

BEGINNING for the same at a point designated (6) as shown on the plat entitled "Patapsco Industrial Park, Addition to Block 'A' Parcel 'B', dated July 16, 1979 and recorded among the Plat Records of Anne Arundel County, Maryland as plat no. 3906 in Book 74, folio 31, running thence binding on the west outline of the above mentioned plat, and reversing the bearing as shown on said plat, 1) South 23° 02' 07" West 764.80 feet, running thence continuing to bind on the outline of said plat reversely for part of the distance on the South 66° 57' 53" East 92.00 foot line and reversely for part of the distance on the South 66° 57' 53" East 324.99 foot line or North outline as shown on plat entitled "Patapsco Industrial Park, Block 'A', Parcel 'C', dated January 16, 1978 and recorded among the Plat Records of Anne Arundel County, Maryland as plat no. 3531 in Book 67, folio 6, in all, 2) North 66° 57' 53" West 416.99 feet to the east side of Central Avenue proposed 60 feet wide, running thence binding on the east side of Central Avenue for part of the distance on the North 05° 55' 47" East 53.63 foot line of the hereinmentioned second plat No. 3531) and for part of the distance on the North 05° 55' 47" East 245.14 foot line as shown on a Anne Arundel County Department of Public Works Right of Way Plat dated July 29, 1985, (to be recorded in Anne Arundel County), in all, 3) North 05° 55' 47" East 298.77 feet, running thence continuing to bind on the east side of the cul-de-sac of Central Avenue and as shown on the abovementioned Right of Way Plat, the two following courses, viz: 4) northeasterly by a curve to the right having a radius of 50.00 feet for a distance of 58.44 feet, said curve being subtended by a chord bearing North 39° 24' 38" East 55.16 feet, and 5) northwesterly by a curve to the left having a radius of 65.00 feet for a distance of 178.07 feet, said curve being subtended by a chord bearing North 05° 35' 20" West 127.28 feet and to intersect the 2nd or South 77° 17' East 184.30 foot line as described in the Saving and Excepting portion of the first parcel of land as described in a deed dated March 23, 1937 between Harry A. Smuck et ux and The Arundel Corporation recorded among the Land Records of Anne Arundel County, Maryland in Liber F.A.M. 162, folio 61, running thence binding on part of said 2nd line and on all of the 3rd and 4th lines of the abovementioned Saving and Excepting portion, the three following courses, viz: 6) South 84° 04' 13" East 139.30 feet, 7) North 05° 55' 47" East 260.00 feet, and 8) North 84° 04' 13" West 184.30 feet and to intersect the 12th or North 12° 43' East 1495 foot line at the center of Central Avenue as described in the first parcel of the hereinabove mentioned deed (F.A.M. 162, folio 61), running thence binding on part of said 12th line, and on the center of said Central Avenue, 9) North 05° 55' 47" East 268.10 feet to the end of the 9th or South 5° 57' 18" West 768.93 foot line of Parcel 'A' as described in deed dated November 15, 1977 between The Arundel Corporation and the State of Maryland, to the use of the Department of Natural Resources and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3036, folio 762, running thence binding or intended to bind on the property on the Department of Natural Resources, 10) North 85° 16' 08" East 220.06 feet to the end of the last or North 40° 10' 45" West 730.58 foot line, of Parcel 'B' as described in the herein second mentioned deed (Liber W.G.L. 3036, folio 762), running thence binding reversely on part of said last line, 11) south 40° 11' 23" East 620.47 feet to the place of beginning.

Containing 11.11 acres of land more or less.

Subject to and together with the use in common with others entitled thereto, in Central Avenue, the centerline being the 9th or North 05° 55' 47" East 268.10 foot line of the hereinabove described 11.11 acre ± parcel.

544 110

278073

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): Krupnik Bros., Inc. Address(es): P.O. Box 97/1913 Dorsey Road
Glen Burnie, MD 21061

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: AARU
Post Office Box 987, Mailstop 500-270
Baltimore, Maryland 21203
Attention: Lynn Amos

(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):

RECORD FEE 11.00
POSTAGE .50
#515350 C237 R02 T10:41
07/27/89

CK H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Debtor: Krupnik Bros., Inc.

Secured Party: Maryland National Bank

By: Stephen J. Krupnik (Seal)
Type name and title, if any
Stephen J. Krupnik, President/
Secretary

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

MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:
Maryland National Bank
Credit Department
P.O. Box 871
Annapolis, Maryland 21404

11/88

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

544 PAGE 111

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. 259297 recorded in
Liber 491, Folio 585 on 11/21/85 at Anne Arundel County
Date Location

1. DEBTOR(S): Name(s) <u>Edgewater Video Inc., T/A Video Plu</u> Address(es) <u>3802 Solomons Island Rd., Edgewater, Md. 21037</u>	RECORD FEE 10.00 POSTAGE .50 #515360 6237 R02 T10:42 07/27/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
2. SECURED PARTY: Name <u>Farmers National Bank</u> Address <u>5 Church Circle, Annapolis, Maryland 21401</u>	
Person and Address to whom Statement is to be returned if different from above. <u>Marie Reynolds, Maryland National Bank, P. O. Box 871, Annapolis, Md. 21404</u>	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3. <input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.	
4. <input checked="" type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.	
5. <input type="checkbox"/> 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. <input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)	
7. <input type="checkbox"/> RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.	
8.	

9. SIGNATURES.

SECURED PARTY

Farmers National Bank
By [Signature]
Branch Manager
(Type, Name and Title)

DEBTOR(S)

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

10⁰⁰ 32

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

544 112

FINANCING STATEMENT

278079

- () Record among the Land Records of Anne Arundel County, Maryland
- (X) Record among the Financing Statement Records of Anne Arundel County, Maryland
- () File with the State Department of Assessments and Taxation

THIS Financing Statement evidences and publicizes the provisions of that certain Security Agreement executed by ALFRED R. KEIR, JR. and LINDA C. KEIR, his wife, and CITIZENS BANK OF MARYLAND, dated July 26, 1989, which evidences part of the security for a Two Hundred Fifty Thousand (\$250,000.00) Dollar obligation due from the Debtor:

NAME OF DEBTOR

ALFRED R. KEIR, JR. and
LINDA C. KEIR

RECORD FEE 12.00
 POSTAGE .50
 #515390 0237 R02 10:52
 07/27/89

ADDRESS

11800 Wimbeldon Court
Upper Marlboro, Maryland 20772

CK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

SECURED PARTY

CITIZENS BANK OF MARYLAND

ADDRESS

14401 Sweitzer Lane
Laurel, Maryland 20707

1. This Financing Statement covers the following items of property.
 - A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon, 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 stoves, gas and electric ranges, ovens, disposals, dishwashers, awnings, shrubbery, plants, boilers, tanks, machinery, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, radiators, blinds, and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
 - B. Proceeds of the above described collateral.
 - C. All contract rights of and from the herein described property or any part thereof, including without limitation, all revenues, rents, issues and profits and other income of and from the herein described land and collateral.
 - D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any

This instrument certified to have been prepared by an attorney duly admitted to practice before the Court of Appeals of Maryland, or under his supervision.

Nylen & Gilmore, P. A.

By: *[Signature]*

Edward W. Nylen

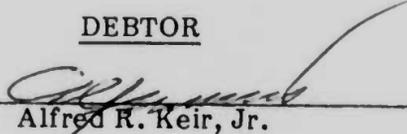
LAW OFFICES, NYLEN & GILMORE

1200

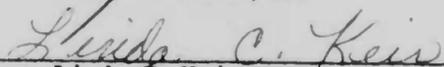
street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at or affixed to or relate to the property and the improvements now or hereafter existing on the property described as a 5.000 acre lot, Charles M. Dawson Property, and being in Anne Arundel County, Maryland, and being more particularly described in that certain Deed of Trust from Debtor to John R. Rutledge and Joseph A. Hilseberg, Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto, and said Deed of Trust constitutes the security agreement to this secured transaction.

DEBTOR



Alfred R. Keir, Jr.



Linda C. Keir

LAW OFFICES, NYLEN & GILMORE

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868

Return to Anne Berg

North-7/MKA
07/20/89/jjo

FINANCING STATEMENT

278030
544 PAGE 114

To be filed among the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Amended and Restated Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$7,900,000.00 or so much thereof as may be advanced. Recordation taxes in the amount of \$ 55,303.50 have been paid to the Clerk of the Circuit Court of Anne Arundel County at the time of recordation of said Deed of Trust and at the time of recordation of the prior deed of trust dated June 4, 1986, which prior deed of trust is referred to in said Deed of Trust.

NAME OF DEBTOR:

NORTHWAY LIMITED PARTNERSHIP,
a Maryland limited partnership

ADDRESS OF DEBTOR:

c/o Continental Realty Investors Corp.
17 West Pennsylvania Avenue
Towson, Maryland 21204

NAME OF SECURED PARTY:

CROWN LIFE INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

120 Bloor Street East
Toronto, Ontario, Canada M4W 1B8

RECORD FEE 22.00
POSTAGE .50
#515780 0237 R02 T13:04
07/27/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

2230

- B. Proceeds of the above described collateral.
 - C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; all present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits, payments, refunds, return of premiums, charges and fees thereunder relating or appertaining to the real property encumbered by the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises encumbered by the Deed of Trust, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees executed and dated of even date herewith.
 - D. Any and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to the real property encumbered by the Deed of Trust, or any improvements thereon, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon, and the attorneys' fees, costs, and disbursements incurred in connection with the collection of any such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, situate on 9.596 acres of land located at NEC Route 3 and Old Mill Road, Anne Arundel County, Maryland as more fully described in Schedule A attached hereto and in the aforesaid Amended and Restated Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Amended and Restated Deed of Trust and Security Agreement and the aforesaid Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: July 26, 1989

NORTHWAY LIMITED PARTNERSHIP,
a Maryland limited partnership

BY: Continental Realty Investors Corp.

By: [Signature] (SEAL)
John A. Luetkemeyer, Jr.
President

SURVEY DESCRIPTION
NORTHWAY SHOPPING CENTER

All that tract or parcel of land situate in the 3rd District of Anne Arundel County, Maryland and is further bounded and described as follows:

BEGINNING for the same at an iron pin set on the northerly right-of-way line of Old Mill Road at its point of intersection with the east line of a parcel of land conveyed to McDonald's Corp. as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2951 at Folio 499, thence leaving said pin and binding the east line of McDonald's Corp. as aforesaid and referring the courses of this description to the Maryland State Grid Meridian.

- 1) North 32 10'12" West 227.67 feet to an iron pin set, thence leaving said iron pin set and binding the north line of McDonald's Corp. as aforesaid the following 3 courses
- 2) South 57 49'48" West 43.00 feet to an iron pin set, thence
- 3) North 32 10'12" West 15.00 feet to an iron pin set, thence
- 4) South 57 49'48" West 159.00 feet to an iron pin set, thence leaving said iron pin set and the boundary of McDonald's Corp. and binding the easterly right-of-way line of Robert Crain Highway also known as MD Route 3 (80' wide) as shown on SRC Plat #15819.
- 5) Along a curb deflecting to the right 79.17 feet, said curve having a radius of 16,281.20 feet and being subtended by a chord bearing North 32 18'35" West 79.17 feet to an iron pipe found at the end of said curve, thence continuing to bind said right-of-way line,
- 6) North 32 26'57" West 253.63 feet to an iron pipe found, thence leaving said right-of-way and binding the south line of Lot 2 as shown on Plat 4544 Plat Book 87 Folio 19,
- 7) North 84 51'20" East 220.00 feet to an iron pin set, thence leaving said iron pin set and binding the east line of Lot 2 as aforesaid,

- 8) North 23 24'14" West 42.12 feet to an iron pin set; as now corrected North 23 24'17" 42.12 feet, thence leaving said iron pin set and Lot 2 and binding the new line of division for the residue lot owned by Jerome Steller et al, as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2454 at Folio 316 the following 5 courses.
- 9) North 84 51'20" East 264.32 feet to an iron pin set, thence
- 10) North 05 08'40" West 40.00 feet to an iron pin set, thence
- 11) North 84 51'20" East 400.00 feet to an iron pin set, thence
- 12) South 05 08'40" East 40.00 feet to an iron pin set, thence
- 13) North 84 51'20 East 240.00 feet to an iron pipe set, thence leaving said iron pipe and binding the west line of land conveyed to Anne Arundel County Board of Education as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2357 at Folio 749 the following 3 courses,
- 14) along a curve deflecting to the left 36.28 feet to an iron pipe found, said curve having a radius of 2000.00 feet and being subtended by a chord bearing South 04 23'38" East 36.28 feet, thence
- 15) South 04 54'42" East 3.72 feet to an iron pipe found, thence
- 16) South 04 50'52" East 397.12 feet to an iron pin set, thence leaving said point and binding the variable width right-of-way of Old Mill Road the following 8 courses,
- 17) South 85 18'29" West 336.06 feet, thence
- 18) South 89 48'41" West 38.21 feet, thence
- 19) South 89 36'09" West 65.25 feet, thence
- 20) South 85 30'26" West 52.98 feet, thence
- 21) South 77 05'38" West 52.87 feet, thence
- 22) South 74 05'58" West 52.87 feet, thence

- 23) South 71 05'38" West 52.87 feet, thence
- 24) South 68 05'38" West 18.89 feet to the point and place of beginning and containing an area of 9.596 acres of land, all according to a survey prepared by C.H. Miller & Associates, Inc. and dated May 7, 1985.

Continental Title Company
8 Reservoir Circle
Suite 105
Baltimore, Maryland 21208

STATE OF MARYLAND (2)

TO BE FILED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY

544 PAGE 119

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 499 FOLIO 23 ON June 4, 1986 (DATE)

1. DEBTOR

Name Northway Limited Partnership
c/o Continental Realty Investors Corp.
Address 17 West Pennsylvania Avenue, Towson, Maryland 21204

2. SECURED PARTY

Name Provident Bank of Maryland
Address 114 East Lexington Street, Baltimore, Maryland 21202
Lisa Munk, Suite 1400 Legg Mason Tower, 111 S. Calvert Street,
Person And Address To Whom Statement Is To Be Returned If Different From Above. Baltimore,
Md. 21202

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input 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>Crown Life Insurance Company 120 Bloor Street East Toronto, Ontario, Canada M4W 1B8</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 CNS15790 C237 R02 713:05 07/27/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	

Please Return To: Continental Title Company
8 Reservoir Circle, Suite 105
Baltimore, Maryland 21208
7047-89LDE

CHECK FORM OF STATEMENT

Debtor:
Northway Limited Partnership
By: Continental Realty Investors Corp.

Dated: July 26, 1989

By: John A. Luetkeneyer, Jr.,
President
Provident Bank of Maryland

1000

Dated July 26, 1989

By: Ronald W. Huffman
(Signature of Secured Party)
Ronald W. Huffman, Vice-President
Type or Print Above Name on Above Line

278001

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)
 COLISEUM HOTEL ASSOCIATES
 2 Wisconsin Circle
 Chevy Chase, MD 20815

2 Secured Party(ies) and address(es)
 THE BANK OF NEW YORK
 1401 Franklin Avenue
 Garden City, New York
 11530

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 ATTACHED SHEET "A"

RECORD FEE 1.00

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

RECORD FEE 16.00

POSTAGE .50

#627020 0345 R01 T14#46

CK 07/27/89

H. ERLE SCHAEFER

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:

AA CO. CIRCUIT COURT

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

COLISEUM HOTEL ASSOCIATES
 By NASSAU ASSOCIATES

THE BANK OF NEW YORK

By: Donald J. Urigo
 Signature(s) of Debtor(s)

Title

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

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Additional Sheet "A"

4. All right title and interest of Debtor in and to the following property:

All of Debtor's right, title and interest in and to the Lease dated as of August 16, 1979, between The County of Nassau, as landlord, and Z.I.D. Associates, Inc., as tenant, recorded in the Office of the County Clerk of Nassau County on August 16, 1979, in Liber 9210 of Deeds, at Page 162, as assigned to Donald J. Urgo, as nominee for Coliseum Hotel Associates, Ltd., by an Assignment of Ground Lease, with Assumption dated as of August 26, 1980, recorded in the Office of the County Clerk of Nassau County on September 23, 1980, in Liber 9295 of Deeds, at Page 16, and as further assigned to Debtor by an Assignment of Ground Lease, with Assumption dated as of May 13, 1981, recorded in the Office of the County Clerk of Nassau County on May 15, 1981, in Liber 9340 of Deeds, at Page 10 (the Lease as assigned is herein called the "Ground Lease"), and the leasehold estate in the property more particularly described in Attached Sheet B attached hereto (the "Land") created by the Ground Lease;

All right, title and interest of Debtor in and to all modifications, extensions and renewals of the Ground Lease and in and to all rights to renew or extend the term thereof; and all credits, security deposits, privileges and rights granted and demised to Debtor under the Ground Lease other than the option rights granted to Debtor under Article 24 of the Ground Lease;

All right, title and interest of Debtor in and to the Land, the easements appurtenant thereto, including, without limitation, the easements created by the terms of Sections 10.07 and 10.08 of the Ground Lease (the "Easements"), the tenements, hereditaments, rights of way and appurtenances belonging or in anywise appertaining to the Land, together with all right, title and interest of Debtor in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land to the center line thereof;

All right, title and interest of Debtor in and to the buildings and improvements now or hereafter located or erected on the Land (the "Facility") and those certain improvements, including, without limitation, access roadways to the Land and a covered passageway from the Facility to the Nassau Coliseum (the "Off-Site Improvements") now or hereafter located in the areas subject to the Easements;

All right, title and interest of Debtor in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever now or

hereafter located in or upon the Land or the areas subject to the Easements or any part thereof and used or useable in connection with any present or future operation of the Facility (hereinafter called "Equipment") and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all inventory, heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of the mortgages held by Secured Party, as such mortgages are consolidated and modified by that certain leasehold ^{mortgage} consolidation and modification agreement dated June 30, 1989, between Debtor and Secured Party; provided, however, that Equipment shall not include machinery, apparatus, equipment, fittings, fixtures and articles of personal property used in the business of Debtor (commonly referred to as "trade fixtures") whether the same are annexed to the Land or not, unless the same are also used in the operation of the Facility. The Land, the Easements, the Facility, the Off-Site Improvements and the Equipment are hereinafter collectively referred to as the "Project Facility".

All right, title and interest of Debtor in and to any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Project Facility or any part thereof 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 Project Facility or any part thereof.

All right, title and interest of Debtor in and to any and all leases of the Project Facility or any part thereof now or hereafter entered into (including, without limitation, the agreement pursuant to which the Marriott Corporation has subleased and agreed to manage and operate a portion of the Project Facility (the "Hotel Lease")) and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent becoming due immediately prior to the expiration of such terms, and also including the right upon the happening of default hereunder to receive and collect the rents thereunder.

All business goodwill of Debtor relating to or arising out of or in connection with the operation of the Project Facility as a hotel, and the right to use any and all names now or hereafter employed in any aspect of the operation of the Project Facility as a hotel, provided, however, that the right to use the name "Marriott" (or, if the name of the "Marriott" hotel system is changed and the name of the hotel portion of the Project Facility is changed to conform thereto, the name as so changed) alone or in connection with another word or words and the "Marriott" (or, if the name of the "Marriott" hotel system is changed and the name of the hotel portion of the Project Facility is changed to conform thereto, the name as so changed) trademarks, trade names, symbols, logos and designs shall in all events be subject to Marriott's prior written consent.

All contract rights, accounts receivables (including credit card and charge card receivables), general intangibles, actions and rights of action, and all other amounts due or to become due to Debtor from any tenant or any other person for the use, operation, occupancy of, or otherwise with respect to, the Project Facility.

All right, title and interest of Debtor in and to the Repairs and Equipment Reserve (as such term is defined in the Hotel Lease).

All right, title and interest of Debtor (a) under that certain Memorandum of Understanding dated April 3, 1989 between the County of Nassau, as landlord, and Debtor, as tenant, to obtain from the County of Nassau an option to lease (the "Option") that certain parcel of land known as James Doolittle Boulevard, (b) in and to the Option once the Option has been executed by the County of Nassau and Debtor and (c) in and to the lease of James Doolittle Boulevard in the event the County of Nassau and Debtor execute the same pursuant to the Option.

544 PAGE 124

278052

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) DILLIONS BUS SERVICE, INC. 8383 ELVATON ROAD MILLERSVILLE, MD 21108	2 Secured Part(ies) and address(es) MOTOROLA C & E, INC. P.O. BOX 8788 BWI AIRPORT, MD 21240	For Filing Officer (Date, Time, Number, and Filing Office)

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

ASSIGNEE OF SECURED PARTY
ASSOCIATES CAPITAL SERVICES
7240 PARKWAY DR., STE. 140
HANOVER, MD 21076

All Present and Future Motorola Products Together With All Present And
Future Attachments, Accessories, Replacement Parts, Repairs, Additions
And All Proceeds Thereof.

POSTAGE FEE 11.00
POSTAGE CK .50
REGISTERED MAIL 113438
3/17/89

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

Filed with: DILLIONS BUS SERVICE, INC.

MOTOROLA C & E, INC.
By: PAT SERRA CONTRACT ADMINISTRATOR
Signature of Secured Party

By: *[Signature]* SECRETARY & TREASURER
Signature(s) of Debtor(s)

(1) FILING OFFICER COPY — ALPHABETICAL

STIC 504 EFF 1-1-89

278003

544 125

FINANCING STATEMENT

- 1. 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. Recordation Tax has been paid on the principal amount of \$94,000.00 in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtors Names Address

Colonial Players, Inc. 108 East Street
Annapolis, Maryland 21401

6. Secured Party Address

The Annapolis Banking and Trust Company Church Circle
Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of 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 July 25th, 1989 from Debtor to John M. Suit, II and William A. Busik, 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
P.O. BOX 1911
ANNAPOLIS, MD 21404
(301) 263-8855

1350
AB004.80

DEBTOR:

COLONIAL PLAYERS, INC.
a Maryland corporation

By: Richard Wade (SEAL)
RICHARD H. WADE, President

SECURED PARTY:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

By: John M. Suit, II (SEAL)
JOHN M. SUIT, II
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 S7 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, Plats 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 Liber 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.

544 128

STATE OF MARYLAND - Anne Arundel 278084

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 JULY 10, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHASE CONSTRUCTION SERVICES LIMITED, Inc.

Address 421 RIDGEVIEW COURT, ARNOLD, MD. 21012

2. SECURED PARTY

Name JEFFERSON BANK AND TRUST COMPANY

Address 7505 GREENWAY CENTER DRIVE, GREENBELT, MD. 20770

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

3. Maturity date of obligation (if any) _____

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

SEE EXHIBIT A

NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 12.00
POSTAGE .50
SEARCHED BY REC 7/13/89
07/21/89
H. ARLE SCHMIDT
MD. CL. 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)

CHASE CONSTRUCTION SERVICES LIMITED, Inc.

[Signature]
(Signature of Debtor)

JEFFERSON BANK AND TRUST COMPANY

LAUREN D. CHASE, PRESIDENT

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

ALEXANDRA Y. CHASE, VICE PRESIDNET

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MICHAEL BALDERSON, VICE PRESIDENT

Type or Print Above Signature on Above Line

1158

CHASE CONSTRUCTION SERVICES LIMITED, INC.
421 RIDGEVIEW COURT
ARNOLD, MD 21012
JULY 10, 1989

JEFFERSON BANK AND TRUST COMPANY
7505 GREENWAY CENTER DRIVE
GREENBELT, MD 20770

EXHIBIT A

544 129

ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable.



West Publishing Company

5Q W. Kellogg Blvd., P.O. Box 64526, St. Paul, MN 55164-0526 Tel: 612/228-2500

Order date 5-13-2001

278035

ACCT.# 632-294-828 PO# _____ Date 5/23 19 89

Name JAMES PEMBROOK SCOTT

Address 252 LONGPOINT RD

City CROUNSVILLE State Md Zip Code 21032

Sales Representative MULLIGAN No. 79413

CONFIRMATION

You may ship for which I (we) agree to pay:

* Md Digest 41 VOLS & 1989 PP.	1701	50
Md Reporter Book 114-143 (Art 350-436)		
3000L	1228	75
	2930	25
- 15% Special Discount	439	54
	2490	71
* 1yr FREE SERVICE		

Total amount of this order \$ 2490.71

Unpaid balance of purchase price for previously delivered books listed below:

THE ORIGINAL SECURITY AGREEMENT WAS SENT TO _____ \$ — 0 —
 STATE OF MARYLAND
 DEPT OF ASSESSMENTS & TAXATION
 301 W PRESTON
 BALTIMORE MD 21201

SECURED PARTY IS: West Publishing Company
 50 W Kellogg Blvd
 P O Box 64526
 St Paul MN 55164-0526

Combined total of this order and of above listed books previously delivered \$ _____

Terms: \$ _____ initial payment and \$ 77.83 plus tax, per month, for approximately 36 months, beginning 30 days from date. For terms 24 months or less, without interest on principal while installments are paid as agreed. Eight percent (8%) interest on contracts with terms in excess of 24 months.

Also enter subscription for future service consisting of pocket parts, pamphlets, recompiled or additional volumes as published until further notice at the then current prices, plus transportation and payable as billed, without interest except on overdue subscription and other open account charges. This order is subject to approval by vendor, who retains a purchase money security interest in all books until paid, and is not transferable by vendee. A reproduction of this agreement may be used as a financing statement. Construction of this contract shall be according to Minnesota law and interest charged for overdue installments or subscription and other open account charges, if any, may be adjustable to the then highest current rate allowable on Minnesota contracts. If this contract or the collateral covered by it are transferred by vendee or if any installments or open account charges remain unpaid 90 days after maturity, all unmaturing installments shall become due and payable at the option of the vendor. Sales or use tax will be added where applicable.

Witness _____ Signature JAMES P. SCOTT JAMES P SCOTT

If purchaser is not a lawyer or partnership of lawyers, the following must be completed by a lawyer personally: I agree to these terms and personally guarantee payment of this contract and subscription service furnished thereunder.

WEST PUBLISHING CO.

Signed _____ 0891

DM Shepard

DM SHEPARD

ORIGINAL

ANNE ARUNDEL COUNTY

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 486

Page No. 9

Identification No. 256978

Dated 6-7-85

1. Debtor(s) { Marks Rentals, Inc.
 Name or Names—Print or Type
3701 Old Court Road, Unit 17, Balto., Md. 21208
 Address—Street No., City - County State Zip Code

2. Secured Party { Suburban Bank
 Name or Names—Print or Type
31 Light Street, Baltimore, Md. 21202
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Dated: July 19, 1989
~~June~~

SOVRAN BANK/MARYLAND f/k/a SUBURBAN BANK

Jeffrey Weeks
Signature of Secured Party

Jeffrey Weeks, Senior Vice President
Type or Print (Include Title if Company)

UPON RECORDATION, PLEASE RETURN TO:

COLLEEN FERG HELMLINGER, SR. LEGAL ASSISTANT
FRANK, BERNSTEIN, CONAWAY & GOLDMAN
300 EAST LOMBARD STREET
BALTIMORE, MARYLAND 21202

105

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 507 Page No. 235
Identification No. 265731 Dated 1-27-87

1. Debtor(s) { Marks Rentals, Inc.
Name or Names—Print or Type
37 Walker Avenue, Baltimore, Maryland 21208
Address—Street No., City - County State Zip Code

2. Secured Party { Sovran Bank/ Maryland
Name or Names—Print or Type
6610 Rockledge Drive, Bethesda, Maryland 20817
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 1.50
4417500 0777 008 115-15
07/19/89
H. ELLI SCHNER
AN CO. CLERK COURT

Dated: July 19, 1989 SOVRAN BANK/MARYLAND
Name of Secured Party
Jeffrey Weeks
Signature of Secured Party
Jeffrey Weeks, Sr. Vice President
Type or Print (Include Title if Company)

UPON RECORDATION, PLEASE RETURN TO:
COLLEEN FERG HELMLINGER, SR. LEGAL ASSISTANT
FRANK, BERNSTEIN, CONAWAY & GOLDMAN
300 E. LOMBARD STREET
BALTIMORE, MARYLAND 21202

108

PARTIES

Debtor name (last name first if individual) and mailing address:

TIERNEY ERIC P.
HOLIDAY MOBILE ESTATES LOT C26
JESSUP MD 20794

Debtor name (last name first if individual) and mailing address:

TIERNEY SHEILA A.
HOLIDAY MOBILE ESTATES LOT C26
JESSUP MD 20794

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

MOBILE HOME ASSOCIATES
CLARK ROAD
JESSUP, MD 20194

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- acquired after a change of name, identity or corporate structure of the Debtor.
as to which the filing has lapsed.
already subject to a security interest in another county in Pennsylvania.
already subject to a security interest in another jurisdiction.
which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s) (required only if box(es) is checked above):

MOBILE HOME ASSOCIATES

[Handwritten signature]

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

BOOK 544 PAGE 133

278036

CK

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
Prothonotary of County.
real estate records of County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters):

COLLATERAL

Identify collateral by item and/or type:

1989 HENDERSON LAKEVIEW 14 X 60
SERIAL # HH003191NC 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-

- crops growing or to be grown on -
goods which are or are to become fixtures on -
minerals or the like (including oil and gas) as extracted on -
accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book of (check one) Deeds Mortgages, at Page(s) for County. Uniform Parcel Identifier

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

TIERNEY ERIC P.

[Handwritten signature]

TIERNEY SHEILA A.

[Handwritten signature]

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

4

12

278057

544 PAGE 134

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)
 Shady Oaks Yacht Sales Inc. 846 Shady Oaks Road
 West River, MD 20778

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: P. J. Logan Baltimore, MD 21201
 Community Lending Officer

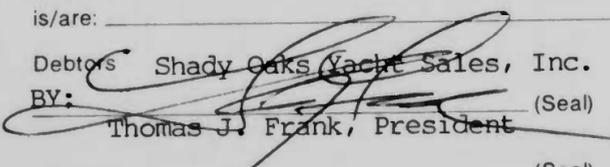
RECORD FEE 1.10
 RECORD FEE 8.90
 BALANCE DUE 113.07
 07/21/87
 GK
 HON. CLERK COURT

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 Shady Oaks Yacht Sales, Inc.
 BY:  (Seal) _____ (Seal)
 Thomas J. Frank, President _____ (Seal) _____ (Seal)

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

Handwritten initials/signature

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) <i>Olson Edith 134 Janwall St Annapl MD 21403</i>	2. Secured Party(ies) and address(es) <i>Congressional Parkway TA Plaza 7670 Little River Turnpike Purcellville VA</i>	For Filing Officer (Date, Time, Number, and Filing Office) Book 530 Page 202 I.D.#273999
4. This financing statement covers the following types (or items) of property: <i>Sears Deck & Access</i> This is a conditional Sales Contract		5. Assignee(s) of Secured Party and Address(es) <i>Security Pacific Financial Services 6325 Belcrest Rd Hyattsville MD</i>

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:

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.

Security Pacific Financial Services, Inc.
[Signature]
By: _____
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

Date June 30 19 89

(3) Filing Officer Copy-Acknowledgement

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

544 136

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522

Page No. 501

Identification No. 271541

Dated February 3, 1988

1. Debtor(s) { Terry L. McFarland and Kathleen M. McFarland
Name or Names—Print or Type
906 Autumn Valley Lane Gambrills, MD 21054
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any)

4. Check Applicable Statement:

CK RECORD FEE 10.00
POSTAGE .50
RECEIVED BY 710425
JUL 12 1989

<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>

MAIL TO: Capitol Title Insurance Agency, Inc.
540 Ritchie Highway, Suite 201
Severna Park, MD 21146

Dated: July 11, 1989

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

15.2

544 137

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278003

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

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

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

This financing statement Dated July 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES T. HILL JR.
Address 1014 CECIL AVE MILLERSVILLE MD 21108

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)

Table with 5 columns: Quantity, Description, Make/Model, MN#, SN#. Includes entries for KUBOTA TRACTOR W40", GRASS CATCHER, and JACKSON TRAILER 10C.

KUBOTA CONTRACT# 13400-818754

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)

ASSIGNEE AND ADDRESS: KUBOTA CREDIT CORPORATION PO BOX 105598 ATLANTA, GEORGIA 30348-5598

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

Signature of Debtor: James T. Hill, Jr. JAMES T. HILL JR.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: ILSE H. FINK TREAS.

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

Handwritten number 1160

544 138

278000

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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Paccom Leasing Corporation
Address 1221 Southwest Yamhill
Portland, Oregon 97205
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JUNE 1992

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

To secure assignment to Paccom Leasing Corp. of certain lease payments under certain True Lease Assignment dated Dec. 20, 1988, Schedule # 07, dated April 6, 1989 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 April 14, 1989 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST.

LEASE # 05456
DAEDALEAN

CHECK THE LINES WHICH APPLY

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

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

Paccom Leasing Corporation
Doris E. Seaver
(Signature of Secured Party)

DORIS E. SEAVER
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

11.2

DAEDALEAN, INC.

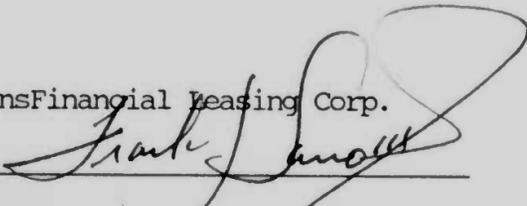
SCH. 07

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
one (1)	IBM PS/2-30 with extended keyboard, 1.2NB floppy, serial port, and parallel; PN H200K
one (1)	IBM 8513, VGA Monitor PN 8513001
one (1)	Microsoft mouse w/pc paintbrush and windows 2.03 PN 056994100
one (1)	MAC plus w/hypercard
one (1)	20MB Ext Disk
one (1)	MS Work 3.02
one (1)	MS Excel 1.5 software
one (1)	MAC project
one (1)	Mousepad 3/8" multicolor
one (1)	Local talk connector kit DB-9
one (1)	.5MB Memory Module kit .256K
one (1)	201 Dry-Silver reader printer
one (1)	type 735 dry silver print paper
one (1)	Modular building, 10' x10', 2 wall PNL-881
one (1)	Window PN L-937
one (1)	Heater PN L-940
twenty-five (25)	Free standing accoustical panels 5' x 6' vistascreen MF-S 60 x 72 - CB
thirteen (13)	Work Tech Benches TT36-60-SP
three (3)	Work Tech Benches TT36-72-SP
three (3)	Work Tech Benches VT36-60-SP

TransFinancial Leasing Corp.

BY:



TITLE: Frank J. Sarro III, President

Paccom Leasing Corporation

BY: _____

TITLE: _____

544 140

278001

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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Paccom Leasing Corporation
Address 1221 Southwest Yamhill
Portland, Oregon 97205
Person And Address To Whom Statement Is To Be Returned If Different From Above. GK

3. Maturity date of obligation (if any) JUNE 1992

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

To secure assignment to Paccom Leasing Corp. of certain lease payments under certain True Lease Assignment dated Dec. 20, 1988, Schedule # 06, dated April 6, 1989 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 April 14, 1989 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST.

LEASE 05455
DAEDALEAN

CHECK THE LINES WHICH APPLY

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

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

Paccom Leasing Corporation

Doris E. Seaver
(Signature of Secured Party)

DORIS E. SEAVER
Type or Print Above Name on Above Line

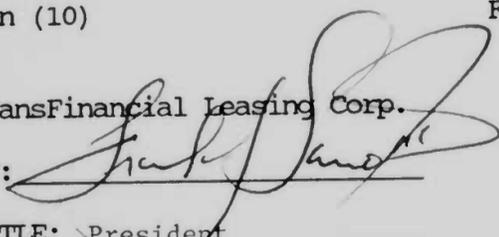
Filed with Anne Arundel County.

115

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
twenty-two (22)	SMC PC500WS Arcnet network cards
six (6)	Arcnet Hubs 8 part hubs
three (3)	NIH B1024 NIH Bridge Graphics and interface
three (3)	NIH VGA Cable (pass thru)
three (3)	NIH TAXAN Cable
one (1)	Power Meter HP435B
one (1)	50 OHM Power Sensor, 15 wpk. 0MHZ-18 GHZ
ten (10)	Cole double pedestal desks C560-PYTE
ten (10)	Swivel chairs, R811-smoke
two (2)	Cole file cabinets C2604-TH-L-PY
ten (10)	Folding tables 6079-WA (30 x 60)

TransFinancial Leasing Corp.

BY: 

TITLE: President

Paccom Leasing Corporation

BY: _____

TITLE: _____

544 142

278032

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 TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Paccom Leasing Corporation
Address 1221 Southwest Yamhill
Portland, Oregon 97205

CK

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

3. Maturity date of obligation (if any) JUNE 1992

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

To secure assignment to Paccom Leasing Corp. of certain lease payments under certain True Lease Assignment dated Dec. 20, 1988, Schedule # 04, dated April 6, 1989 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 April 14, 1989 between Assignor as Assignee:

SEE ATTACHED EQUIPMENT LIST.

LEASE # 05454
DAEDALIAN

CHECK THE LINES WHICH APPLY

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

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

Paccom Leasing Corporation
Doris E. Seaver
(Signature of Secured Party)

DORIS E. SEAVER
Type or Print Above Name on Above Line

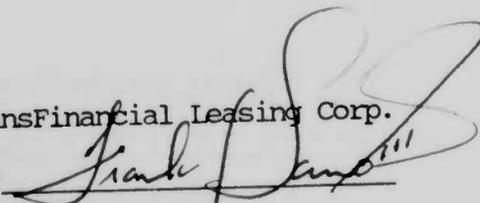
Filed with Anne Arundel County

1750

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one) lot	Wellco tribute carpeting (Midnight) including 1 (one) lot of Armstrong tile #51904 and airplane tire tile
1 (one)	Used 6,000 lb. Caterpillar Forklift Model #VC60D Type Q-S/N 2MC449
2 (two)	Cole Desks C 560 DSWA double pedestal
2 (two)	File cabinets 4 drawer (legal size)
2 (two)	Fire proof insulated File Cabinet (4 drawer - legal size) 4CSC5000-BK
3 (three)	CSM 61 RH-DS-WA Cole Secretary Desk
2 (two)	Right Hand Return CSR4T-LHY-WS-WA
3 (three)	Left Hand Return CSRRT-RH-WS-WA
14 (fourteen)	R-811 Chairs
6 (six)	STX-10-BK Side Chair
2 (two)	CSM 61 RH-DS-WA Cole Secretary Desk
1 (one)	19" Trinitron RGB Color Mntr MAC (TM-ROP-1948S)
1 (one)	Monitor Card (24 BIT)
1 (one)	MAC SE System CPU w/40 MB H/D P/N AP-M5355
1 (one)	MAC IIX CPU 4MB w/80 MB HD - AP-M5830
1 (one)	Extended Keyboard MAC II - AP-M0115
2 (two)	16" raster OPS trinitron
1 (one)	Monitor Card (8 BIT) Color Board 108 HI-RES - HA-ROP-108
1 (one)	MAC SE CPU 1MB 800K8 FD 20 MB H - AP-M5910
1 (one)	Digitizing tablet summary graphics
1 (one)	Apple Laserwriter II Printer - AP-M6000
1 (one)	Apple Apple Laserwriter IINIX Controller - AP-M6004
1 (one)	Toner Cartridge Laser II
2 (two)	LocalTalk Connector Kit - AP-M2068
1 (one)	Pagemaker Business for MAC - SA-ALD-20671086
1 (one)	Videoworks II Business MAC - SA-BRO-20671073
1 (one)	Canvas Software
1 (one)	Cricket Paint
4 (four)	IBM Model 30 288 Computer - No. 8530E01
4 (four)	IBM 8513 Monitors
1 (one)	Epson FX1050 Printer
1 (one)	Cable for Epson FX1050 Printer
1 (one)	Compaq Model 40/386 Portable Computer

TransFinancial Leasing Corp.

BY: TITLE: President

Paccom Leasing Corporation

BY: _____

TITLE: _____

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Paradise VGA Card
1 (one)	DOS Software
1 (one)	NEC Multi SYNC Monitor
2 (two)	PN: CQ-107652-1 20MHZ 387 Math Copressor
2 (two)	PN: CQ-107335-1 Nylon Carry Case - P111
2 (two)	PN: CQ-107650-1 1.2 MB Memory Expansion BD P-386
1 (one)	Compaq Model 40/386 Computer W/40MB HD
1 (one)	Paradise VGA Card
1 (one)	DOS Software
1 (one)	NEC Multisync Monitor
1 (one)	PR-EDS-LX800 Epson Printer
1 (one)	Parallel Cable Part No - CCC-I100110
1 (one)	Enhanced RGB Color Monitor #TM-PGS-HX12E
1 (one)	Imagewriter LQ AP-AOMO340
1 (one)	Epson LQ 2550
1 (one)	Interface Cable
1 (one)	Double Page Monitor (Radius)
1 (one)	Adapter to MAC SE
1 (one)	PN: CQ113000-3 Desk Pro 286 PC 40 PU W/640K
1 (one)	PN: CQ-106995 Video Graphics Color Monitor
1 (one)	PN: CQ-109135-1 Video Graphics Color Board
1 (one)	PN: CQ106978-001 MS DOS V3.3 5.25"
1 (one)	80 278 Math Coprocessor 8MHZ-HI-ITL-802878
3 (three)	PN: IB-8530E01 PS/2-30 286 CPU 1 FD w/keyboard
3 (three)	PN: IB-6280060 DOS 3.3 OP/SYS
1 (one)	Monochrome Monitor
1 (one)	Compaq SLT/286 Model 120
3 (three)	1 MB RAM Modules (Expanded Memory)
1 (one)	Co-Processor (Intel 80287)
1 (one)	Desktop Expansion Unit
1 (one)	External Storage Module
1 (one)	External 1.2 MB Floppy Drive
1 (one)	External 40 MB DC 2000 Tape Drive
1 (one)	External Keypad
1 (one)	Battery Pack (Square)

TransFinancial Leasing Corp.

BY:

TITLE: President

Paccomm Leasing Corporation

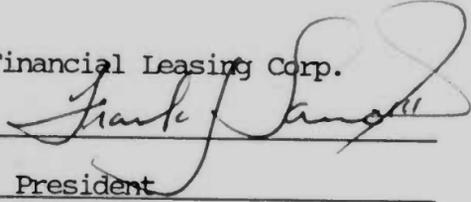
BY: _____

TITLE: _____

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Carrying Case
1 (one)	VGA Display
1 (one)	Internal 2400 Baud Modem
1 (one)	Expansion Board Compaq/ASTT
1 (one)	Software - DOS 3.21 or 3.3 or higher
1 (one)	Software - Excel (Latest Version)
1 (one)	Software - MS Windows/Mouse
1 (one)	Software - Wordperfect 5.0
3 (three)	3.5" Floppy Disks - 10 pk
1 (one)	Surge Supressor
1 (one)	SLT/286 20 MG
1 (one)	1 MG Memory Upgrade
1 (one)	Math CoProcessor
1 (one)	Expansion Base
1 (one)	Carry Case
1 (one)	DOS 3.3
1 (one)	24 Baud Modem

TransFinancial Leasing Corp.

BY: 

TITLE: President

Paccom Leasing Corporation

BY: _____

TITLE: _____

544 146 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

1 OF 1 CHATELS
89-1234 (SLT) AA CO
Identifying File No. 278033

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 7/27/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 26.00
POSTAGE .50
#516830 0237 R02 T10:44

1. DEBTOR

Name 8288 Telegraph Road Associates Limited Partnership

Address 1150 Seventeenth Street, N.W., Suite 500, Washington, D.C. 20036

2. SECURED PARTY

Name TCG Funding Corp.

Address 1150 Seventeenth Street, N.W., Suite 500, Washington, D.C. 20036

Gary K. Bahena, Esq., c/o Hogan & Hartson, 8300 Greensboro Drive, #1100, McLean, VA 22102
Person And Address To Whom Statement Is To Be Returned If Different From Above.

07/28/89
H. EIRLE 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)

All property, goods, equipment, accounts or general intangibles utilized in or realized from the use and occupancy of the land and improvements of the property described in Exhibit A attached hereto, as more fully described in Exhibit B attached hereto.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

RETURN TO:
COMMERCIAL SETTLEMENTS, INC.
1413 K STREET, N.W.
SUITE 1200
WASHINGTON, D.C. 20005

See Exhibit C attached hereto.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

See Exhibit C attached hereto.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

2600

544 147

EXHIBIT A
Legal Description

DESCRIPTION OF 2.68 ACRES+
4TH DISTRICT ANNE ARUNDEL CO. MD
8288 TELEGRAPH ROAD ODENTON, MD

BEGINNING FOR THE SAME AT A POINT OF INTERSECTION FORMED BY THE
NORTHERLY SIDE OF BUCKLINA AVENUE WITH THE EASTERLY SIDE OF
URBANA AVENUE, THENCE RUNNING WITH THE EASTERLY SIDE OF URBANA
AVENUE.

1. NORTH 37 DEGREES 42 MINUTES EAST 280.00 FEET, THENCE
RUNNING WITH THE SOUTHERLY SIDE OF BETSON AVENUE.
2. SOUTH 52 DEGREES 18 MINUTES EAST 346.98 FEET, THENCE
3. SOUTH 18 DEGREES 32 MINUTES 30 SECONDS EAST 27.79
FEET, THENCE
4. SOUTH 15 DEGREES 13 MINUTES WEST 72.38 FEET, THENCE
5. SOUTH 16 DEGREES 21 MINUTES 36 SECONDS WEST 154.76
FEET, THENCE
6. SOUTH 16 DEGREES 06 MINUTES WEST 20.79 FEET, THENCE
7. SOUTH 71 DEGREES 54 MINUTES WEST 41.35 FEET, THENCE
8. NORTH 52 DEGREES 18 MINUTES WEST 438.48 FEET TO THE
POINT OF BEGINNING

EXHIBIT B; COLLATERAL DESCRIPTION

This Financing Statement covers the following property to be utilized in or realized from the use and occupancy of the land as further described on Exhibit A and improvements thereon.

(a) All of the Debtor's 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 future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, dynamos, boilers, furnaces, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed and 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 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 either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All the Debtor's right, title and interest in and to all proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitations, the proceeds of insurance; and

(e) All the Debtor's right, title and interest in and to all earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral; and

(f) All leases of the hereinafter described premises and the improvements located thereon 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 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, recorded among the Land Records on April 17, 1989 as Instrument No. 21058, to receive and collect the rents thereunder; and

(g) 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

544 150

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

The real property referred to herein is owned by the Debtor and is more particularly described in Annex 1 attached hereto and made a part hereof.

Sovran Bank/DC National

0444p

544 151

EXHIBIT C

DEBTOR:

8288 TELEGRAPH ROAD ASSOCIATES
LIMITED PARTNERSHIP

By: 8288 Telegraph Road
Development Corp.

By:

S. Bruce Jaffe
Its: Executive Vice President

SECURED PARTY:

TCG FUNDING CORP.

By:

S. Bruce Jaffe
Its: Executive Vice President

0444p

RETURN TO: MAHER & MAHER, CHTD.
305 Compton Avenue
Laurel, MD 20707

544 152

278034

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 July 28, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 17.00
POSTAGE .50
#517140 0237 R02 T14:40
07/28/89
H. ERLE SCHAFER
MD 22, CIRCUIT COURT

1. DEBTOR

Name Pro Investment Group, Inc.
Address c/o H&A Construction Company
4305 Northview Drive
Bowie, Maryland 20716

2. SECURED PARTY

Name First American Bank of Maryland
Address Real Estate Division
8401 Colesville Road
Silver Spring, Maryland 20910

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

Maher & Maher, Chartered, 305 Compton Avenue, Laurel, MD 20707

3. Maturity date of obligation (if any) _____

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

See Exhibit A.

CHECK THE LINES WHICH APPLY

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

See Schedule I.

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

PRO INVESTMENT GROUP, INC.

By: [Signature]
(Signature of Debtor)
Name: Albert Procopio
Title: President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
Carolyn W. Hall, Group Vice President

Type or Print Above Signature on Above Line

17⁰⁰
53

544 153

This Financing Statement covers all of the right, title and interest of the Debtor in and to the lands and premises more particularly described in Schedule I hereto (such lands and premises being hereinafter collectively called the "Property") and:

1. All interests, estates or other claims, both in law and in equity, which the Debtor now have or may hereafter acquire in (a) the Property, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any wise belonging, relating or pertaining thereto.

2. All estate, right, title and interest of the Debtor now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, strips of land and gores adjacent to or used in connection therewith.

3. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to any and all buildings and other improvements hereafter erected on the Property, including all heating, air conditioning, lighting, plumbing and other equipment now or hereafter located on or at the Property and all other improvements thereon that under applicable law are deemed to be fixtures (collectively, the "Improvements").

4. All estate, right, title and interest of the Debtor, if any, now owned or hereafter acquired, in and to all inventory, machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter located on or at the Property or used in connection therewith (including in connection with the construction, renovation or improvement thereof) and all additions, and accessions thereto, replacements therefor and proceeds and profits thereof (collectively, the "Personal Property").

5. All estate, claim, demand, right (including all rights to possession and use, all options and other rights to give consents, modify, amend, extend, renew, terminate or purchase or sell), title and interest of the Debtor under all contracts, agreements, understandings or arrangements, whether written or oral, now or hereafter in effect relating to the

544-154

development, demolition, construction, reconstruction, repair, alteration, addition to, improvement, replacement, use, operation or management of all or any portion of the Improvements, the Personal Property or the Property.

6. All right, claim, demand, title and interest of the Debtor in, to and under all permits, approvals, certificates, variances, orders, exemptions and other authorizations now or hereafter issued, made or granted with respect to the development, demolition, construction, reconstruction, repair, alteration, addition, improvement, replacement, use, operation or management of the Property.

7. All reversion or reversions, remainder or remainders, rents, revenues, proceeds, issues, profits, royalties, income and other benefits of the Debtor in the Property, the Improvements and the Personal Property.

8. All proceeds of the insurance required to be maintained under that certain Loan Agreement dated as of July 28, 1989 between the Debtor and the Secured Party and all awards heretofore or hereafter made to the Debtor with respect to any part of the Property, the Improvements or the Personal Property as the result of the exercise of power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to any part of the Property, the Improvements or the Personal Property for which compensation shall be given by any governmental authority (a "Condemnation"), and the Trustee is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, at the direction of the Bank, to apply the same to the payment of the Obligations, notwithstanding the fact that the same may not then be due and payable.

9. All air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Property or the Improvements or both of the Debtor and any proceeds arising therefrom.

10. All estate right, title and interest of the Debtor now owned or hereafter acquired, in and to all leases of the Property, rents and proceeds and other payments under any such lease, insurance proceeds and indemnity.

Schedule I

544 155

Property Description

All that certain land and property situate in Anne Arundel County, Maryland and more particularly described as follows:

Lots numbered 1 through 9 in the subdivision known as "WINDY KNOLLS" as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 118, page 49.

544 156

278035

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 26.00
POSTAGE .50
#517000 0237 REC 11-155
07/28/87

FINANCING STATEMENT

CK H. ERLE SCHAFER
AA CO. DISTRICT COURT

1. Debtor: WEST ANNAPOLIS REAL ESTATE ASSOCIATES
a Maryland General Partnership

Address: c/o Joseph DiRenzo
821 West Benfield Road
Severna Park, Maryland 21146

2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK

Address: P. O. Box 2558
Salisbury, MD 21801
ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:

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

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

26.00
26.50

544 157

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

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

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$3,700,000.00 executed even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

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

Debtor: WEST ANNAPOLIS REAL ESTATE ASSOCIATES

BY: J. DiRenzo (SEAL)
Joseph DiRenzo
Authorized General Partner

Dated: July 27/87

S4105ms.fin

544 158

EXHIBIT "A"

PARCEL NO. 1:

DESCRIPTION OF 1.79 ACRES+
LOTS 2-4-6-7-8-9-10-11-12-13 and LOT 18 OF BLOCK 2
OF THE PLAT OF WEST ANNAPOLIS
6TH TAXATION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND
FOR WEST ANNAPOLIS REAL ESTATE ASSOCIATES

BEGINNING for the same at a pipe set which marks the intersection formed by the south right-of-way of Ridgely Avenue and the west right-of-way of Giddings Avenue, as shown on the Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County, Maryland in Liber G.C.B. 4, Folio 297; said point also marks the same beginning point as described in a conveyance from Ernest B. Johnson and Theresa Johnson, his wife, to WEST ANNAPOLIS REAL ESTATE ASSOCIATES, by deed dated September 11, 1970 and recorded among said Land Records in Liber M.S.H. 2362, Folio 756;

THENCE leaving said Ridgely Avenue and running with the said west side of Giddings Avenue South $42^{\circ} 30' 55''$ West 310.0 feet to a point;

THENCE leaving the said west side of Giddings Avenue and running with the division line between the said WEST ANNAPOLIS REAL ESTATE ASSOCIATES' property and the Vista Properties, Inc. property (2426-193) North $47^{\circ} 29' 05''$ West 150.0 feet to a pipe found;

THENCE running South $42^{\circ} 30' 55''$ West 139.10 feet to a pipe found in the north right-of-way of Forbes Street; said point being at the division line between the said WEST ANNAPOLIS REAL ESTATE ASSOCIATES' property and the Forbes Street Venture property (2478-189);

THENCE leaving the Forbes Street Venture property and running with the north right-of-way of Forbes Street North $50^{\circ} 59' 05''$ West 50.09 feet to a pipe set;

THENCE leaving the said north right-of-way of Forbes Street and running North $42^{\circ} 30' 55''$ East 182.12 feet to a pipe set;

THENCE running South $47^{\circ} 29' 05''$ East 50.0 feet to a pipe found;

THENCE running North $42^{\circ} 30' 55''$ East 120.0 feet to a pipe set;

THENCE running North $47^{\circ} 29' 05''$ West 150.0 feet to a pipe found;

THENCE running North $42^{\circ} 30' 55''$ East 150.0 feet to a pipe found in the southern right-of-way of Ridgely Avenue;

544-159

THENCE running with the southern right-of-way of Ridgely Avenue South 47° 29' 05" East 300.0 feet to the point of beginning.

CONTAINING 1.79 acres, more or less, according to a survey prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in August, 1973 and described in August, 1976.

BEING Lots 2, 4, 6, 7, 8, 9, 10, 11, 12, 13 and 18 of Block 2, as shown on the above mentioned plat of West Annapolis and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.C.B. 4, Folio 297 and Plat Book A, Page 21.

ALSO being all of the conveyances conveyed to WEST ANNAPOLIS REAL ESTATE ASSOCIATES and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2362-756, 2645-425, 2770-206, 2406-67 and 2611-392.

SAVING AND EXCEPTING therefrom all that part and parcel of land described as follows:

BEGINNING for the same at a point on the east side of Forbes Street; said pipe being further located at the common corner of Lots 5 & 18, Block 2 as shown on the Plat entitled "Aldridges Revised and Corrected Plat of West Annapolis", recorded among the Plat records of Anne Arundel County, Maryland in Plat Book A, Page 21;

THENCE running from said beginning point so fixed and running with the east side of Forbes Street, as now described, North 50° 59' 05" West 50.09 feet, to a point at the common corner of Lots 18 & 19 as shown on said Plat; said point being further located at the end of the South 42° 29' 05" West 182.10 feet line in the conveyance from A. Ruth Minor, et al., to 108 Forbes Street Associates Limited Partnership, by deed dated June 2, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4122, Page 48;

THENCE leaving said Forbes Street and running with the division line between Lots 18 & 19 as shown on said Plat, and also running with the South 42° 29' 05" West 182.10 feet line of said conveyance in Liber 4122, Page 48, reversely, and as now described North 42° 30' 55" East 182.12 feet to a point at the common corner of Lots 15, 17, 18 & 19 as shown on said Plat; said point being further located at the end of the North 47° 38' 35" West 49.92 feet line of said conveyance in Liber 4122, Page 48;

THENCE running with said line, reversely, and also running with the division line between Lots 15 & 18, Block 2 as shown on said Plat, South 47° 29' 05" East 50.0 feet to a point at the common corner of Lots 7, 9, 15 & 18 as shown on said Plat;

THENCE leaving said conveyance in Liber 4122, Page 48, and running with the division line between Lots 18, 5 & 7, Block 2 as shown on said plat, South 42° 30' 55" West 179.06 feet to the place of beginning.

CONTAINING 9030 square feet, more or less, as described on a Plat entitled "Subdivision at 108 Forbes Street, Annapolis, Maryland" by McCrone, Inc. Registered Professional Engineers and Land Surveyors dated

March 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4891, Page 4.

BEING all of Lot 18 as shown on the plat entitled "Aldridges Revised and Corrected Plat of West Annapolis" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book A, Page 21.

BEING ALSO all of the conveyance from Anna Mae Bryant, widow, to West Annapolis Real Estate Associates by deed dated August 3, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2611, Page 392.

BEING the same property conveyed by WEST ANNAPOLIS REAL ESTATE ASSOCIATES to 108 Forbes Street Associates Limited Partnership by Deed dated July 26, 1989, recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 4897, at Folio 521.

PARCEL NO. 2:

ALL that part and parcel of ground situate, lying and being in the Sixth Assessment District of Anne Arundel County, Maryland described as follows:

BEGINNING for the same at a point at the beginning of the South 47° 33' 05" East 99.91 feet line in the conveyance from A. Ruth Minor, et al., to 108 Forbes Street Associates Limited Partnership, by deed dated June 2, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4122 Page 48; said point of beginning being further located at the common corner of Lots 10, 12, 17 & 26, Block 2 as shown on the Plat entitled "Aldridge's Revised and Corrected Plat of West Annapolis" recorded among the Plat records of Anne Arundel County, Maryland in Plat Book A, Page 21;

THENCE running from said beginning point, so fixed, and running with the South 47° 33' 05" East 99.91 feet line of said conveyance, as now described, and also running with the division line between Lots 8 & 10, and 15 & 17, Block 2 as shown on said Plat, South 47° 29' 05" East 100.0 feet to a point at the common corner of Lots 6, 8, 13 & 15 as shown on said Plat;

THENCE running with the division line between Lots 11, 13 & 15, Block 2 as shown on said Plat, and also running with part of the South 42° 28' 12" East 118.53 feet line of said conveyance, South 42° 30' 55" West 81.0 feet, to a point;

THENCE leaving said line and running through Lots 15 & 17, Block 2 as shown on said Plat, for a new line of division, North 47° 29' 05" West 100.0 feet, to intersect the North 42° 30' 55" East 303.73 feet line of said conveyance;

THENCE running with part of said line and also running with part of the division line between Lots 17, 25 & 26, Block 2, North 42° 30' 55" East 81.0 feet to the place of beginning.

CONTAINING 8,100 square feet, more or less, and as described on a Plat entitled "Subdivision of 108 Forbes Street, Annapolis, Maryland" by McCrone,

BOOK 544 PAGE 161

Inc., Registered Professional Engineers and Land Surveyors dated March 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4891, Page 4.

BEING part of the conveyance from A. Ruth Minor, et al., to 108 Forbes Street Associates Limited Partnership by Deed dated June 2, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Book 4122, Page 48.

BEING ALSO part of Lots 15 & 17, Block 2 as shown on the Plat entitled "Aldridge's Revised and Corrected Plat of West Annapolis" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book A, Page 21.

BEING the same property conveyed by 108 Forbes Street Associates Limited Partnership to WEST ANNAPOLIS REAL ESTATE ASSOCIATES by Deed dated July 26, 1989, recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 4897 at Folio 524.

s43105ms.exa

B. W. D. O.
121 CATHEDRAL ST.
ANNAPOLIS, MD.

CDF/05-22-87
9794X
SSA-SFC(0)(4)
SSA-CONST/PERM(4)

544 162

278036

To be recorded	Not subject to recordation
(1) in the Land Records of Anne Arundel County;	tax
(2) in the Financing Statement Records of Anne Arundel County; and	Principal amount is \$ <u>400,000.00</u>
(3) in the Financing Statement Records of Anne Arundel County	

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

SECURITY AGREEMENT AND FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
<u>Eugene E. Wilkins</u> <u>Cynthia N. Wilkins</u>	<u>7805 Wincanton Ct.</u> <u>Falls Church, VA 22043</u>

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. In consideration of the premises and the sum of One Dollar, the receipt and adequacy of which is hereby acknowledged, Debtor does hereby create and grant to the Secured Party a security interest under the provisions of Title 9 of the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended), in all of the collateral hereinafter mentioned.

4. This Security Agreement and Financing Statement covers all of the Debtor's right, title and interest in and to

4.1. All equipment, machinery, 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,

RECORD FEE 18.00
POSTAGE .50
CK
JUL 29 1989 11:33
ERLE SCHAFER
CIRCUIT COURT

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SSA-CONST/PERM(4)

544 PAGE 163

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. Some or all of the aforesaid items are or are to become fixtures upon the aforementioned land.

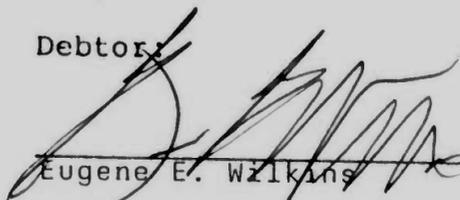
4.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

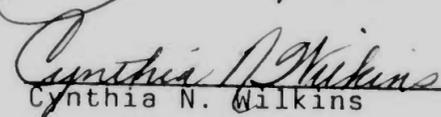
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in Anne Arundel County, Maryland which is more particularly described 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 \$ 400,000.00. 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:


Eugene E. Wilkins


Cynthia N. Wilkins

Date: 7/25, 1989

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

Sterling Bank
Suite 201
111 East Water St.
Baltimore, MD. 21202

CDF/05-22-87
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SSA-SFC(0)(4)
SSA-CONST/PERM(4)

544 164

FINANCING STATEMENT

by

Eugene E. Wilkins , Debtor
Cynthia N. Wilkins
and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A

BEING Unit 810, Section VIII, as shown on a plan of SOUTH RIVER LANDING CONDOMINIUM, which condominium plan is recorded among the Land Records of Anne Arundel County in Condominium Plat Book E28, folios 28-33, inclusive which, unit is more particularly shown on a plat entitled, "Plan 6 of 6, Section VIII SOUTH RIVER LANDING A CONDOMINIUM an Amended Subdivision Plan of South River Landing, recorded in Book 86, pages 37 and 38", which plat is recorded in Plat Book E28, folio 33.

THIS condominium was created pursuant to a Declaration as recorded among the Land Records of Anne Arundel County in Liber 3528, folio 231 and By-Laws recorded among the aforesaid Land Records in Liber 3528, folio 247, as amended from time to time, both of which are made applicable to subject property by a Declaration recorded among the aforesaid Land Records in Liber 3884, folio 279.

TOGETHER WITH an undivided percentage interest as tenants in common, with unit owners of other units in the common elements more particularly described in the Declaration, By-Laws, Plats, etc. and any amendments of same for "SOUTH RIVER LANDING A CONDOMINIUM."

SUBJECT TO a Declaration as recorded among the Land Records of Anne Arundel County in Liber 3528, folio 225, made applicable to subject property by Declaration as recorded among the aforesaid Land Records in Liber 3884, folio 279.

RICHARD L. KLINKER AND CAMILLE A. KLINKER 2355 DAVIDSONVILLE ROAD GAMBRILLS, MD. 21054	FEDERAL DEPOSIT INSURANCE CORPORATION, IN ITS CORPORATE CAPACITY P.O. BOX 25189 OKLAHOMA CITY, OKLAHOMA 73125	
1. Debtor(s) (Last Name First) and address(es) Book 478 Page 295 This statement refers to original Financing Statement No.	2. Secured Party and Address 254092 Filed 10-3, 19 84	
A. Continuation..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above the Secured Party releases the following:	C. Assignment..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown above, Secured Party's rights under the financing statement bearing the file number shown above in the following property:
D. Amendment..... <input type="checkbox"/> The financing statement is amended as set forth below:		

RECORD FEE 10.00
 #420610 0777 R03 T09:24
 CK 07/31/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

SEE ATTACHED COPY

FEDERAL DEPOSIT INSURANCE CORPORATION,
 RECEIVER OF THE FIRST NATIONAL BANK AND
 TRUST COMPANY OF OKLAHOMA CITY

Debtors Signature on this form required only when filing amendments
 Dated: May 26, 19 89
 CIRCUIT COURT CLERK, ANNE ARNDEL COUNTY, MD.

[Signature]
 Signature of Original Secured Party

BANK LIQUIDATION SPECIALIST
 OKLAHOMA CITY, OKLAHOMA for filing pursuant to the Uniform Commercial Code.

This STATEMENT is presented to The County Clerk of
 (1) FILING OFFICER COPY-ALPHABETICAL
 STANDARD FORM-UNIFORM COMMERCIAL CODE 15

SOUTHWESTERN STATIONERY
 OKLA. CITY, LAWTON, PONCA CITY

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

Maturity date (if any):

1. Debtor(s) Name (Last Name First) Crown Port Services, Inc.	2. Debtor(s) Complete Address(es) 2700 Broening Highway Baltimore, MD 21222	544 169 278100
3. & 4. Secured Party(ies) and Complete Address(es) AMERICAN SECURITY BANK, N.A. 1501 Pennsylvania Ave., N.W. Washington, D.C. 20036	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)

First priority security interest in all of Debtor's accounts (except for any accounts created in favor of Debtor pursuant to a TRAC Inventory Financing Loan and Security Agreement, an Account Services Agreement, and other related agreements between Debtor and Toyota Motor Credit Corporation), general intangibles (except for any of Debtor's rights, title and interest in and to the Distributorship Agreement between Toyota Motor Sales, USA, Inc. and Frederick Weisman Company/Mid-Atlantic Toyota Distributors, Inc., and in and to all dealer franchise agreements or in and to artwork, art, and pieces of art presently owned or hereafter acquired by Debtor), and inventory (including, without limitation, raw materials, work in process, and finished goods held for sale or lease or used or consumed in Debtor's business, and including, without limitation, motor vehicles and vehicle parts or accessories), whether now existing or hereafter acquired, and all proceeds and products thereof, all as defined in the Uniform Commercial Code as in effect in the District of Columbia.

RECORD FEE 11.00
 POSTAGE CK .50
 #420650 C777 R03 T09:26
 07/31/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

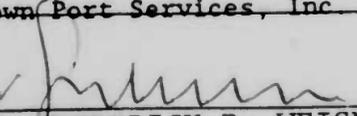
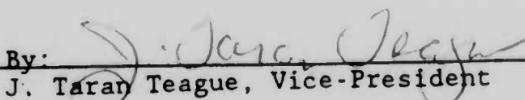
THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX IMPOSED BY TITLE 12 OF THE ANNOTATED CODE OF MARYLAND

Sa. Proceeds are also covered. Sb. Products of collateral are also covered. No. of additional sheets presented. ()

Filed with Circuit Court Clerk of Anne Arundel County, Other _____

~~Transaction is hereby certified to be subject to recordation tax imposed by Article 33, Sections 337 and 338, Annotated Code of Maryland. If recording agent is affirmative, the amount of the initial principal debt is \$ _____~~

10. This statement to be returned after recordation to Secured Party, shown above or to Timothy K. Shuba, Shea & Gardner, 1800 Massachusetts Ave., N.W., Washington, D.C. 20036.

Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee(s)
Crown Port Services, Inc.	American Security Bank, N.A.
By:  FREDERICK R. WEISMAN	By:  J. Taran Teague, Vice-President
Its: President	Type or Print Names Clearly Below Signature.

11/52

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

Maturity date (if any):

1. Debtor(s) Name (Last Name First) Rare Properties, Inc.	2. Debtor(s) Complete Address(es) 6710 Baymeadow Drive Glen Burnie, MD 21061	544 PAGE 170
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3. & 4. Secured Party (ies) and Complete Address(es) AMERICAN SECURITY BANK, N.A. 1501 Pennsylvania Ave., N.W. Washington, D.C. 20036	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es) 278101
--	---

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

First priority security interest in all of Debtor's accounts (except for any accounts created in favor of Debtor pursuant to a TRAC Inventory Financing Loan and Security Agreement, an Account Services Agreement, and other related agreements between Debtor and Toyota Motor Credit Corporation), general intangibles (except for any of Debtor's rights, title and interest in and to the Distributorship Agreement between Toyota Motor Sales, USA, Inc. and Frederick Weisman Company/Mid-Atlantic Toyota Distributors, Inc., and in and to all dealer franchise agreements or in and to artwork, art, and pieces of art presently owned or hereafter acquired by Debtor), and inventory (including, without limitation, raw materials, work in process, and finished goods held for sale or lease or used or consumed in Debtor's business, and including, without limitation, motor vehicles and vehicle parts or accessories), whether now existing or hereafter acquired, and all proceeds and products thereof, all as defined in the Uniform Commercial Code as in effect in the District of Columbia.

RECORD FEE 11.00
 POSTAGE CK .50
 #420660 0777 #03 109-26
 07/31/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX IMPOSED BY TITLE 12 OF THE ANNOTATED CODE OF MARYLAND

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented. ()

Filed with Circuit Court Clerk of Anne Arundel County, Other _____

9. Transaction is subject to recordation tax imposed by Article 81, Section 217 of the Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____

10. This statement to be returned after recordation to Secured Party, shown above or to Timothy K. Shuba, Shea & Gardner, 1800 Massachusetts Ave., N.W., Washington, D.C. 20036.

Signature(s) of Debtor(s) Rare Properties, Inc.	Signature(s) of Secured Party (ies) or Assignee(s) American Security Bank, N.A.
By: FREDERICK R. WEISMAN Its: President	By: J. Taran Teague, Vice-President

Type or Print Names Clearly Below Signature.

170

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

Maturity date (if any):

1. Debtor(s) Name (Last Name First) Global Airways, Inc.	2. Debtor(s) Complete Address(es) 6710 Baymeadow Drive Glen Burnie, MD 21061	544 PAGE 171 278102
3. & 4. Secured Party (ies) and Complete Address(es) AMERICAN SECURITY BANK, N.A. 1501 Pennsylvania Ave., N.W. Washington, D.C. 20036	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)

First priority security interest in all of Debtor's accounts (except for any accounts created in favor of Debtor pursuant to a TRAC Inventory Financing Loan and Security Agreement, an Account Services Agreement, and other related agreements between Debtor and Toyota Motor Credit Corporation), general intangibles (except for any of Debtor's rights, title and interest in and to the Distributorship Agreement between Toyota Motor Sales, USA, Inc. and Frederick Weisman Company/Mid-Atlantic Toyota Distributors, Inc., and in and to all dealer franchise agreements or in and to artwork, art, and pieces of art presently owned or hereafter acquired by Debtor), and inventory (including, without limitation, raw materials, work in process, and finished goods held for sale or lease or used or consumed in Debtor's business, and including, without limitation, motor vehicles and vehicle parts or accessories), whether now existing or hereafter acquired, and all proceeds and products thereof, all as defined in the Uniform Commercial Code as in effect in the District of Columbia.

RECORD FEE 11.00
POSTAGE CK .50

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX IMPOSED BY TITLE 12 OF THE ANNOTATED CODE OF MARYLAND

#480670 C777 803 109:26
07/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

8a. Proceeds are also covered. 8b. Products of collateral are also covered. No. of additional sheets presented. ()

Filed with Circuit Court Clerk of Anne Arundel County, Other _____

9. Transaction if it is not (check which applies) subject to recordation tax imposed by Article 81, Sections 237 and 238, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____

10. This statement to be returned after recordation to Secured Party, shown above or to Timothy K. Shuba, Shea & Gardner, 1800 Massachusetts Ave., N.W., Washington, D.C. 20036.

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) or Assignee(s)
Global Airways, Inc. American Security Bank, N.A.

By: [Signature] By: [Signature]
FREDERICK R. WEISMAN J. Taran Teague, Vice-President
Its: President

Type or Print Names Clearly Below Signature.

11. P

278101

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) Jameson-Siebert Realty Partnership 192 Duke of Gloucester Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) United States Fidelity and Guaranty Company c/o Financial Risk Underwriting Suite 1400 599 Lexington Avenue New York, NY 10022	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE CK 12.00 POSTAGE .50 #420690 C777 R03 T09:29 07/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in Garden City Plaza Associates, a New York limited partnership, including all of debtor's now owned and hereafter acquired interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto. Not subject to recordation tax-general intangibles 5826/MB/530135		5. Assignee(s) of Secured Party and Address(es) RETURN TO:

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 county Anne Arundel County, MD

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

Leslie Gesme, authorized signatory for VMS Realty Investment Ltd., attorney in fact for Jameson-Siebert Realty Partnership
By: Leslie Gesme
Leslie Gesme Attorney-in-fact

BY: United States Fidelity and Guaranty Company
By: Alan B. Lither
Alan B. Lither Attorney-in-fact

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

544 174

278105

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) STL Realty Partnership c/o Craig L. Siebert 192 Duke of Gloucester Annapolis, MD 21401	2 Secured Party(ies) and address(es) United States Fidelity and Guaranty Company c/o Financial Risk Underwriting Suite 1400 599 Lexington Avenue New York, NY 10022	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE CK .50 #420700 C777 R03 109:30 07/31/89
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in Garden City Plaza Associates, a New York limited partnership, including all of debtor's now owned and hereafter acquired interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto. Not subject to recordation tax-general intangibles		5 Assignee(s) of Security Interest Address(es) H. ERLE SCHAFER AA CO. CIRCUIT COURT

5826/MB/538745

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.

Leslie Gesme, authorized signatory for VMS Realty Investment Ltd., attorney in fact for STL Realty Partnership
 BY: United States Fidelity and Guaranty Company

By: *Leslie Gesme*
 By: *Alan B. Lither*
 Leslie Gesme Attorney-in-fact
 Alan B. Lither Attorney-in-fact

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

19.50

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. \$ NO

If this statement is to be 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 McNeill and Baldwin
Address Ste. 912 7310 Ritchie Hgwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name The T. Talbot Bond Co.
Address 7140 Manassas Blvd
Bont. MD 21007

Person And Address To Whom Statement Is To Be Returned 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- SA 8500
- 1- Cabinet
- 1- ADF
- 1- Collator

Name and address of Assignee

Empty box for Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#420750 C777 R03 T09:36
07/31/89

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)

James S. McCullough
(Signature of Debtor)

James S. McCullough
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Gonsak
(Signature of Secured Party)

Michael Gonsak
Type or Print Above Signature on Above Line

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN ANNE ARUNDEL COUNTY LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

ALARM TECHNOLOGIES ACQUISITIONS, INC., 2455 Hudson St., Annapolis, MD 21401

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

ALARM TECHNOLOGIES, INC., 2455 Hudson St., Annapolis, MD 21401

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

All of Debtor's contract rights, right to payments, accounts and general intangibles arising out of the sale of assets to the Debtor by the Secured Party pursuant to the Asset Purchase Agreement dated as of July 18, 1989, between the Debtor and the Secured Party (the "Agreement"), and the contract rights arising therefrom and the proceeds thereof, and equipment.

RETURN TO: Douglas Clark Hollmann, Esquire
Suite 201, 7 Old Solomons Island Rd.
Annapolis, Maryland 21401

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

RECORD FEE 12.00
POSTAGE .50
#420760 C777 R03 T09:36
07/31/89

CHECK THE LINES WHICH APPLY

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

Debtor (s) or assignor (s)

ALARM TECHNOLOGIES ACQUISITIONS, INC.,

ALARM TECHNOLOGIES, INC. (Seal)

By: Louis W. Foxwell
LOUIS W. FOXWELL, President

By: Howard B. Katz
Signature of Secured Party or Assignee
HOWARD B. KATZ, President

(Type or print name under signature)

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

12/89

A.A.Chattel

544 PAGE 177

278108

To Be Recorded In The Land Records And In The Chattel Records of The Local Jurisdiction And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax Of \$ 926.00 On Principal Amount Of \$ 163,359.00 Which Was Paid To The Clerks Of The Circuit Courts Of Baltimore And Anne Arundel Counties.

RECORD FEE 25.00
POSTAGE .50
#420830 C777 R03 T09:40
07/31/89

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

CK! H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. DEBTOR: STUART KITCHENS, INC.
1858-66 Reisterstown Road
Pikesville, Maryland 21208

2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21201

Attn.: Metropolitan Commercial
Division

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all

25
#2-52

- contracts with customers, deposits and prepayments;
- (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");
 - (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
 - (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;

- (viii) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
- (ix) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
- (x) General Intangibles in the form of goodwill; and
- (xi) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. Some of the above-described collateral may be located on or affixed to the parcels of real property described on Exhibit A attached hereto and made a part hereof. The record owners of such parcels of real property are set forth on Exhibit A.

DEBTOR:

STUART KITCHENS, INC., A Maryland Corporation

By: William D. Canfield Jr. (SEAL)

Name: William D. Canfield Jr.

Title: Exec VP

Date: July 25, 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.: (JRST) 8419

JT/DOC
S8419.FS

EXHIBIT A

544 PAGE 181
Record Owner

Property

- | | |
|--|--|
| 1. 1858-66 Reisterstown Road
Pikesville, Maryland 21208 | Mt. Wilson Partnership |
| 2. 2221-41 Greenspring Road
Timonium, Maryland 21093 | Edward St. John T/A Maryland
Industrial Enterprises |
| 3. 8031 Ritchie Highway
Glen Burnie, Maryland 21061 | Alan G. Harquail and
Vivian M. Harquail |

JT/DOC
Exhibit.A

TO: THE CLERKS OF THE CIRCUIT COURTS OF BALTIMORE AND ANNE
ARUNDEL COUNTIES

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of STUART KITCHENS, INC. ("Debtor") show the following values for property which secures a total debt of \$2,593,000.00 to THE FIRST NATIONAL BANK OF MARYLAND

Value Of Equipment, Fixtures And
Other Non-Exempt Property Located
In Baltimore County \$ 190,000.00 (A)

Value Of Equipment, Fixtures And
Other Non-Exempt Property Located
In Anne Arundel County \$ 20,000.00 (B)

Value Of All Property Described
In Financing Statement \$ 3,313,000.00 (X)

Therefore, the amount of debt not exempt from recordation tax is:

Baltimore County:

$$\begin{array}{r} \$2,593,000.00 \times \frac{\$ 190,000.00}{\$3,313,000.00} \text{ (A)} = \$147,801.00 \\ \text{(X)} \end{array}$$

$$\$148,000.00 \times \$2.75/\$500.00 = \$814.00$$

Anne Arundel County:

$$\begin{array}{r} \$2,593,000.00 \times \frac{\$ 20,000.00}{\$3,313,000.00} \text{ (B)} = \$15,558.00 \\ \text{(X)} \end{array}$$

$$\$16,000.00 \times \$3.50/\$500.00 = \$112.00$$

STUART KITCHENS, INC., A Maryland
Corporation

By: W-D [Signature] (SEAL)
Name: William D. Baugh Jr.
Title: Exec VP

Date: July 25, 1989

STATE OF MARYLAND

544 183

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252973

RECORDED IN LIBER 475 FOLIO 450 ON July 31, 1984 (DATE)

1. DEBTOR

Name Timothy S. Slade
Address 356 North Dr. Severna Park, MD 21146

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

RECORD FEE 10.00
POSTAGE .50
#421020 0777 R03 T09:51
07/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> XX 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.)</p>
<p>1979 Dickerson 37 ft. custom- serial DBBOO002721279 Single Diesel 30hp serial 416-3T84 Combi- IMI, Depthsounder knotmeter VHF 55 channel, ritchie 5" compass, Stereo Hot/Cold pressure water, Edson Wheel Steering</p>	

Dated _____

Key Capital Corp. *[Signature]*
(Signature of Secured Party)

J. T. Zuendt

Type or Print Above Name on Above Line

1050

544 184

278103

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

<p>(1) Debtor(s) (Last Name First) and Address(es): The Driggs Corporation 8700 Ashwood Drive Capitol Heights, MD 20743 MACHINE LOCATED IN ANNE ARUNDEL COUNTY M-35153-1</p>	<p>(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237</p>	<p>No. of Additional Sheets Presented</p> <p>RECORD FEE 11.00 POSTAGE .50 #421080 C777 R03 109:55 07/31/89 CK H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p> <p>For Filing Officer</p>
<p>(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).</p>	<p>(4) Assignee(s) of Secured Party, Address(es):</p>	

(5) This Financing Statement Covers the Following types [or items] of property.
 One (1) New Caterpillar Model #D6H Tractor S/N 3ZF00915
 One (1) Caterpillar Model #6SU Bulldozer S/BN 1CHE1736

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees] _____
 The Driggs Corp. Alban Tractor Co., Inc.
 (By) Reginald Burner V.P. (By) [Signature]
 Standard Form Approved by N.C. Sec. of State and other states shown above.
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

1130

UCC-1

278110

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): Cherry Hill Construction Inc. 8170 Mission Road Jessup MD 20794 M-35196-1	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 POSTAGE .50 #421090 CTTT R03 109:56 07/31/89 CK 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) Caterpillar Model #D4C Track Type Tractor S/N 1RJ00688

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees] _____

Cherry Hill Construction Inc. _____ Alban Tractor Co., Inc. _____

(By) James Smith V.P. (By) [Signature]

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical 1K5

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

278111

544 PAGE 186

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): Calvert Utilities, Inc. 1644 Crownsville Road Crownsville, MD 21032 M-34189-1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE <input checked="" type="checkbox"/> 11.00 POSTAGE .50 #421100 0777 R03 T09:56 07/31/89 For Filing Officer H. ERLE SCHAFER AA CO. CIRCUIT COURT
(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 #225 Hyd Excavator S/N 76U3926

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Calvert Utilities, Inc.
Denis Cole-President

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *[Signature]*

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

UCC-1

(1) Filing Officer Copy - Numerical

158

278112

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Krebs Trucking, Inc.
Address 316 Shipley Avenue Glen Burnie, MD 21061

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, MD 21061

RECORD FEE 21.00
POSTAGE .50
CK #421150 0777 R03 T10:00
07/31/89
H. ERLE SCHAFER
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)

Krebs Trucking, Inc.
Keith F. Krebs
(Signature of Debtor)
Keith Krebs, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.
James L. Jennelle
(Signature of Secured Party)
James L. Jennelle
Type or Print Above Signature on Above Line

2150

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

544 PAGE 188

TO: Beltway International Trucks, Inc. ("Seller") FROM: Krebs Trucking, Inc. ("Buyer")
 1800 Sulphur Spring Road Baltimore, MD 21227 316 Shipley Avenue Glen Burnie, MD 21061
(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):
 See Schedule "A" attached hereto and made a part hereof for description of equipment.

(1) TIME SALES PRICE	\$ 54,448.00
(2) Less DOWN PAYMENT in Cash	\$ 5,200.00
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
(4) CONTRACT PRICE (Time Balance)	\$ 49,248.00

*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:
316 Shipley Avenue Glen Burnie 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 Forty nine thousand two hundred forty eight and 00/100*** Dollars (\$ 49,248.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 21st day of August, 1989, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,026.00 and the final installment being in the amount of \$ 1,026.00 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: July 21, 1989

BUYER(S)-MAKER(S):

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

Krebs Trucking, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: James Gemell
(Witness as to Buyer's and Co-Maker's Signature)

By: Keith Krebs
 Co-Buyer-Maker: (SEAL)
(Print Name of Co-Buyer-Maker Here)

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

By: _____

This instrument prepared by _____

3

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) _____(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 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 July 21, 1989

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee and Krebs Trucking, Inc. 316 Shipley Avenue Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 unmaturing 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 \$ 49,248.00 21st July 1989

IN WITNESS WHEREOF, we have hereunto set our hand and seal this _____ day of _____, 19 _____

Beltway International Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By James L. Jewell

(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

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 21, 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	International Glider Kit	1989	9370	KC024199
	Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following:			
Two (2)	International Tractors W/V692 Detroit engine	1978	COF4070B	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Beltway International Trucks, Inc.

Krebs Trucking, Inc.

By: James J. Howell

By: Keith Krebs

544 191

278113

FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

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

1. Debtor(s) (Last Name First) and Address(es) <i>Recent Home Farm Inc. 17435 MELLBRANCH RD MITCHELLVILLE MD. 20716</i>	2. Secured Party(ies) and Address(es) <i>Ford Motor Credit Corp PO Box 36476 Richmond VA 23235</i>	3. Maturity Date (if any): For Filing Officer (Date, Time, Number and Filing Office)
--	---	---

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

Ford New Holland Baler # 783890

RECORD FEE *CK* 11.00
POSTAGE .50
#421250 0777 R03 T10:08
07/31/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Check if covered: Proceeds of Collateral Products of Collateral covered

Number of additional sheets presented:

Filed with:

This instrument prepared by:

Donald Entizan (Debtor) *Ford Motor Credit Corp* (Secured Party)

By *Donald Entizan* U.P. Signature(s) of Debtor(s) *Charles Rathell* Pres Agent for FMC Signature(s) of Secured Party(ies)

FMCC JUL 70 7098

Previous editions may be used.

FILING OFFICER COPY - ALPHABETICAL

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)

Ashwell, George & Catherine
315 Edison Street
Baltimore, MD 21225

2 Secured Party(ies) and address(es)

Chesapeake Water Systems, Inc
7310 Ritchie Highway Ste 411
Glen Burnie, MD 21061

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

RECORD FEE 12.00
POSTAGE .50
#421290 C777 R03 T10:14
07/31/89

CK

H. ERLE SCHAFER
CLERK OF DISTRICT COURT

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

One United Standard Complete Water Treatment System

Located at: 315 Edison Street
Baltimore, MD 21225

Secured party is the seller

5 Assignee(s) Address(es)

Security Pacific Fin. Svcs
7310 Ritchie Highway Ste 404
Glen Burnie, MD 21061

Return to: <

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:

George K. Ashwell
George K. Ashwell

By Catherine V. Ashwell
Catherine V. Ashwell
Signature(s) of Debtor(s)

Security Pacific Financial Services, Inc
Sherry Parada, Assistant Manager

By Sherry Parada
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

County - \$11.50
Recordation - \$140.00

544 193

278115

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
..... Subject to Recordation Tax on prin- (For Fixtures Only).
cipal amount of \$ 20,000.00

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Odenton Video, Inc.	1123 Annapolis Road Odenton, Maryland 21113

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
GK #421300 C777 R03 T10:14
07/31/89
H. ERLE SCHAFER
CLERK OF CIRCUIT COURT

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collat-
eral): ALL OF BORROWER'S FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT
AND ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERETO, AND
ALL BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND INVENTORY, NOW
OWNED OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND PRODUCTS THEREOF.

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. Proceeds)
.....) of the collateral are also specifically covered.
..... Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Odenton Video, Inc.	THE CITIZENS NATIONAL BANK
By: <u>William D. Grimes</u> William D. Grimes, President	By: <u>Patrick G. Nolan</u> Patrick G. Nolan, President

By:
Type or print all names and titles under signatures.

12
140
50

544 194

278116

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 \$ 73,928.65

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>
McDonald & Sons, Inc.	8009 E. Old Jessup Road Jessup, Maryland 20794

RECORD FEE	11.00
RECORD TAX	518.00
POSTAGE	.50

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

GK #421310 C777 R03 T10:15
07/31/89
H. ERLE SCHAFER
CIRCUIT COURT

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):

- 1 - 1985 Liebherr 731 Diesel Crawler Tractor, s/n 2061082
- 1 - 1976 Ford Dump Truck s/n K80DVC38653

Complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

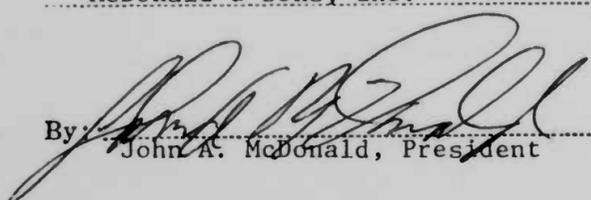
4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

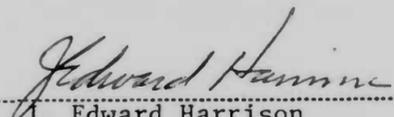
5. XX Proceeds) of the collateral are also specifically covered.
Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
---------------	---------------------------------

.....
McDonald & Sons, Inc.

THE CITIZENS NATIONAL BANK

By: 
John A. McDonald, President

By: 
J. Edward Harrison
Vice President

By:

Type or print all names and titles under signatures.

11 -
518 - .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 Goodman & Associates, Inc.
Address 12011 Guilford Rd., Annapolis Junction, MD 20701

2. SECURED PARTY

Name National Eagle Leasing, Inc.
Address 6110 Executive Blvd., #230, Rockville, MD 20852

Person And Address To Whom Statement Is To Be Returned 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 leased pursuant to Equipment Lease Agreement No. C-166, dated June 27, 1989.

Name and address of Assignee

RECORD FEE 11.00
#421360 0777 R03 110:25
07/31/89

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)

Richard Goodman Pres
(Signature of Debtor)

RICHARD GOODMAN PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W.H. McGuire
(Signature of Secured Party)

William H. McGuire, President
Type or Print Above Signature on Above Line

11/5

278113

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 Clothing Co., Inc.
8 Porole Plaza
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Vendor Funding Co., Inc.
3333 New Hyde Park Road
New Hyde Park, NY 11042

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

RECORD FEE 11.00
POSTAGE .50
#421390 0777 R03 T10:27
07/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:
See attached Exhibit "A" (Schedule of Equipment)

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

Tax paid to DEPT OF ASSESSMENT & TAXATION

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:

Annapolis Clothing Co., Inc.

Vendor Funding Co., Inc.

By:

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

By:

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. //

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between Annapolis Clothing Co., Inc.
 _____, Lessee, and VENDOR FUNDING CO., INC., Lessor

Lease Number 203962 Lease Dated December 9, 1988

Leased equipment shall be located at 8 Porole Plaza, Annapolis, MD 21401

DESCRIPTION OF EQUIPMENT: (Describe fully, giving Manufacturer, Equipment, Model, and Serial Numbers):

QTY. SHIPPED	QTY. B.O.	ITEM NO.	DESCRIPTION
1	0	COAS022	AST PREMIUM 386 MODEL 300
1	0	HDFR015	PRIM 60 MB KIT FOR AT
1	0	COGT206	WD1003-WA2 HD/FLOPPY CTR CARD
1	0	COAS030	1MB MEMORY MODULE FOR AST 386
1	0	PRQM016	PS 810 PRINTER
1	0	FWMS024	MICROSOFT BUS MOUSE W/PAINTBRSH & WINDOW
1	0	SWAL108	ALDUS PAGE MAKER FOR IBM VER 3.0
1	0	SWMG019	MICRO GRAFIX DESIGNER
1	0	PRHP029	SCAN JET DESKTOP SCANNER 9190A
1	0	PRHP030	SCAN JET INTERFACE KIT FOR PC 88290A
1	0	PRHP033	HP88400A OCR READRIGHT SOFTWARE FOR SCAN
1	0	VIKING1	VIKING 24" MONITOR
1	0	VIKING2	VIKING CONTROLLER FOR AT

Annapolis Clothing Co., Inc.
(LESSEE)
 BY Neil H. King
(Title)

VENDOR FUNDING CO., INC.
(LESSOR)
 BY: Patricia D. King
(Title)

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 DDD Company (Name or Names) 8000 Corporation Drive, Suite 100, Landover, Maryland 20785 (Address) EBL 93

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 EB Industrial Leasing Corporation (Name or Names) 898 Airport Park Road, Suite 100 Glen Burnie, Maryland 21061 (Address)

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

Equipment Location: 8250 Preston Ct. Ste., D1 Jessup, MD 20794

RECORD FEE 11.00 POSTAGE .50 BK #421410 0777 R03 T10:29 07/31/89 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 DDD Company

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Donald Dilks (Title) President

By: Brian G. Connelly (Title) Manager

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

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

11/50

SCHEDULE A

544 EBL 199

Attached to and made a part hereof Equipment Lease No. EBL 93
dated July 19, 1989.

<u>Quantity</u>	<u>Description</u>
6	U3024044 20 x 44 Uprights
176	N512144U Beams Capacity 4400 lbs
24	ARSS-48 Row Spacers
447	4 x 8 Oxboard
680	2 x 8 x 12 Wood
176	2 x 4 x 12 Wood
7000	Tect Screws
48	Lags
274	Guide Rail with Two Corners and End Rail
300	Lags for guide rail

Approved and agreed to this 19th day of July,
1989.

Lessee: DDD Company

Lessor: Chesapeake Industrial
Leasing Co., Inc.

By: Ronald Silk

By: Brian J. Connolly Manager

STATE OF MARYLAND

544 200

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 8412608

RECORDED IN LIBER 472 FOLIO 51 ON March 28, 1984 (DATE)

1. DEBTOR

Name Baldwin Piano & Organ Company
Address 422 Wards Corner Road, Loveland, Ohio 45140

2. SECURED PARTY

Name Security Pacific Business Credit Inc.
Address 10680 Treena Street, San Diego, California 92131

Ms. Nancy S. Morris, Graydon, Head & Ritchey, P.O. Box 6464, Cinti., OH 45201
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: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	Filed in Anne Arundel County	
	<p>RECORD FEE 10.00 POSTAGE CK .50 #121529 ST 77 R03 110:34 07/31/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	

Dated 6-26-89

Gary D. Cassianni
Security Pacific Business Credit Inc.
(Signature of Secured Party)

Gary D. Cassianni, Senior Account
Type or Print Above Name on Above Line Executive

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....14305.....;

Record Reference: Liber..C040.....

Date of Filing:..May 26, 1987.....

512-451

Folio...R01.....;

RECORD FEE 10.00
 POSTAGE .50
 #421530 0777 R03 T10:35
 07/31/89

- 2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

McDonald & Sons, Inc.

8009 E Old Jessup Road
Anne Arundel County
Jessup, Maryland 20794

OK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated:.....July 21,.....,, 19..89..

By:.....*J. Edward Harrison*.....

J. Edward Harrison
Vice President
Type or print all names
and titles under signatures.

Return to:

The Citizens National Bank
390 Main Street
Laurel, Maryland 20707

544 MAR 20 1989

278120

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 \$ 64,000.00. 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): D & B Leasing Company Address(es): 7976 Longhill Road
Pasadena, Maryland 21124

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit
 Post Office Box 987, Mailstop 500-270
 Attention: Lisa Edwards Baltimore, Maryland 21203

RECORD FEE 10.00
 RECORD TAX SK 105.00
 POSTAGE .50
 #40112 0717 003 012427
 07/01/89
 W. ERLE SCHAEFER
 AA CO. CIRCUIT COURT

(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: D & B Leasing Company

By: [Signature] (Seal)
 Type name and title, if any Thomas R. Berger, Jr.,
Partner

By: [Signature] (Seal)
 Type name and title, if any Bonita L. Denner,
Partner

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Robert M. Beaver
Vice President
 Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

15.00
105.00

MARYLAND NATIONAL BANK
(Secured Party or Beneficiary)

BOOK 544 PAGE 203

SCHEDULE A

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated July 14, 19 89, and executed by _____
D & B Leasing Company

("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) Yale GLC050RDNUAE083 New Industrial Forklift Truck, including Four hydraulic Functions with Quick Disconnect fittings for Long Reach Push-Pull Attachments. Also includes 1 headlight.

GRANTOR/DEBTOR

By: [Signature] (SEAL)

Name: Thomas R. Berger, Jr.

Title: Partner

GRANTOR/DEBTOR

By: [Signature] (SEAL)

Name: Bonita L. Denner

Title: Partner

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

A.H.Co.

544 205

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510

Page No. 102

Identification No. 266791

Dated April 1, 1987

1. Debtor (S) Computers to Go-Marley Station
Name or Names—Print or Type
8137 K. Governor Ritchie Highway, Pasadena, MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party CentraBank, now known as NCNB Bank of Maryland
Name or Names—Print or Type
201 N. Charles Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#41020 077 ROS 112+05
07/31/89
SCHAFER
CIRCUIT COURT

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

Dated: May 18, 1989

NCNB Bank of Maryland, formerly CentraBank
Name of Secured Party

Gail D. Houser
Signature of Secured Party

Gail D. Houser, Commercial Lending Officer
Type or Print (Include Title if Company)

NCNB1 - 137CL (12/88)

1050
Computers to Go
9816 Lehigh Rd
Pandallstown MD 21133

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

544 206

FINANCING STATEMENT

278121

1. Name & Address of Debtor: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401
2. Name & Address of Secured Party: ARGYLL DEVELOPMENT CORPORATION
100 Thompson Creek Mall, Suite 4
Stevensville, MD. 21666
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 Lots 16, 17, and 18, Miami Avenue, and Lot 5, 1108 Boucher Avenue, MELROSE HEIGHTS, Annapolis, Maryland 21403, 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 Lots 16, 17 and 18, Miami Avenue and Lot 5, 1108 Boucher Avenue, Annapolis, Maryland 21403, 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 11.00
POSTAGE GKI .50
#1205201 0345 R01 T13:54
07/31/89

Debtor:
ARGYLL DEVELOPMENT CORPORATION
By *Robert S. Campbell*
Robert S. Campbell, President

Secured Party:
SEVERN SAVINGS BANK, FSB
By: *Alan J. Hyatt*
Alan J. Hyatt, President

11
50

544 REC 207

RECORD FEE 10.00

POSTAGE .50

4829030 0345 R01 T15#56

07/31/89

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)
Alexanders Fine Jewelry, Inc.
122 Main Street
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)
Bay National Bank
2661 Riva Road, Bldg. 700
Annapolis, Maryland 21401

For Filing Officer (Date, Time and Office)
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 271454
Filed with Anne Arundel County Date Filed February 1 19 88

RECORD FEE 14.00
POSTAGE .50

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

RECORD FEE 14.00
POSTAGE .50
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

No. of additional Sheets presented:

Bay National Bank

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

By: Joseph L. Schmidt
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

270048

544 208

ACKNOWLEDGEMENT OF PAYMENT
RELEASE OF SECURITY INTEREST
AND TERMINATION OF FINANCING STATEMENT

Dated: July 27, 1989

Hagop Baghdadian and Dikran Minassian hereby acknowledge and represent and warrant that the loan in the principal amount of Five Hundred Thousand Dollars (\$500,000.00) made to Alexander's Fine Jewelry, Inc., and evidenced by four (4) Promissory Notes, each in the principal amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), have been paid-in-full and satisfied.

RECORD FEE 10.00

POSTAGE .50

#529020 C345 R01 T15#56

07/31/89

YALE BROTHERS

14 CO. CIRCUIT COURT

The repayment of said \$500,000.00 loan was secured by a security interest as evidenced by a Security Agreement and Financing Statement dated September 29, 1987, and duly recorded among the records of the Maryland State Department of Assessment and Taxation in Liber 2957, Folio 1194, and among the records of Anne Arundel County, Maryland, in Book 518, Page 480. Hagop Baghdadian and Dikran Minassian, no longer claim a security interest under the above described Security Agreement.

Hagop Baghdadian and Dikran Minassian hereby release and terminate the above described Security Agreement, security interest, and Financing Statement and further covenant and agree, jointly and severally, to indemnify and save and hold harmless, Alexander's Fine Jewelry, Inc., and all guarantors of the above described Promissory Notes, of and from any responsibility, suit,

(Handwritten initials DW)

payment, debt, and/or liability with respect to the payment of the above described four (4) Promissory Notes. It is believed that these Promissory Notes have been lost and Hagop Baghdadian and Dikran Minassian agree to execute such further assurances as may be required.

WITNESS:

Hagop Baghdadian
Hagop Baghdadian
Dikran Minassian
Dikran Minassian
Dikran Minassian
Dikran Minassian

The spouse of Dikran Minassian, NELLY MINASSIAN, and the spouse of Hagop Baghdadian, _____, hereby guarantee, jointly and severally, Dikran Minassian and Hagop Baghdadian's representation, warranty, and acknowledgements set forth above.

WITNESS:

NELLY MINASSIAN

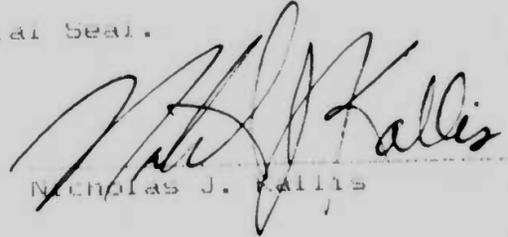
STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this _____ day of _____,

1989, before me, the subscriber, a Notary Public, in and for the County and State aforesaid, personally appeared Haqop Baghdadian and Dikran Minassian, and they made oath in due form of law that they have read this Acknowledgement Of Payment, Release Of Security Interest, and Termination Of Financing Statement and that the acknowledgement, representation, and warranties contained herein are true.

AS WITNESS my hand and Notarial Seal.


Nicholas J. Kallis

My Commission Expires: July 1, 1990




DEBTOR: Anmarc, Inc.
222 Severn Ave.
Annapolis, Maryland 21403

SECURED PARTY: The First National Bank of Md.
18 West Street
Annapolis, Maryland 21401

544 211

FIRST AMENDMENT TO INTERCREDITOR AGREEMENT

Original recorded 1/7/88, ID# 258381, Book 521, Page 537

THIS FIRST AMENDMENT TO INTERCREDITOR AGREEMENT (herein the "Agreement") is entered into this 1st day of March, 1989, by and between THE FIRST NATIONAL BANK OF MARYLAND (herein the "Bank"), a national banking association with a principal office at 25 South Charles Street, Baltimore, Maryland, HEWLETT-PACKARD COMPANY (herein the "Creditor") and ANNMARC, INC. (herein the "Borrower").

WITNESSETH:

WHEREAS, the Bank has extended, or committed to extend, credit to the Borrower secured or to be secured by a security interest (herein the "Bank Security Interest") in currently existing or hereafter required accounts receivables and inventory (herein the "Bank Collateral") of the Borrower; and

WHEREAS, Creditor has extended credit to the Borrower secured by a security interest (herein the "Creditor Inventory Security Interest") in all currently existing or hereafter acquired inventory (herein the "Creditor Inventory Collateral") of the Borrower; and

WHEREAS, Creditor anticipates extending credit to Borrower to be secured by a security interest (herein the "Creditor Accounts Security Interest") (herein the Creditor Inventory Security Interest and the Creditor Accounts Security Interest may collectively be referred to as the "Creditor Security Interest") in certain periodic, specifically designated accounts receivable of the Borrower (herein the "Creditor Account Collateral") (herein the Creditor Inventory Collateral and the Creditor Accounts Collateral may collectively be referred to as "Creditor Collateral");

WHEREAS, the security interests granted by Borrower to Bank and to Creditor respectively, may cause a conflict and lead to a controversy with respect to relative priorities in the assets of Borrower; and

WHEREAS, each party hereto enters into this Agreement so as to more clearly define, as between themselves, their respective rights in and to the property and assets of the Borrower;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitations set forth in the preamble are acknowledged to be accurate and are incorporated herein and made a part hereof as if fully set forth.

2. Save and except for those assets of the Borrower constituting Creditor Collateral, Creditor hereby subordinates and puts in a priority position second to the Bank Security Interest, any right, title, lien or interest it may have in and to the assets and property of the Borrower constituting Bank Collateral and the proceeds thereof under or by reason of the Creditor Security Interest or otherwise.

RECORDED
POSTAGE
#421550 07/31/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

GK

19-50

3. Subject to Paragraph Two immediately above, the Bank hereby acknowledges that the Creditor Security Interest is prior to any security interest in and to Creditor Collateral which has been, or may be, given to Bank. This acknowledgement does not apply to proceeds of Creditor Collateral or to any purchase money security interest which Bank may be granted in and to the assets or property of the Borrower.

4. Borrower shall provide Bank, on a timely basis, with listings in form and substance satisfactory to Bank of those accounts receivable of the Borrower that are to be considered subject to the Creditor Accounts Security Interest. The Bank, Creditor and Borrower shall agree in advance in writing to such consideration.

5. Creditor agrees that, in the event of a liquidation of Creditor Collateral, notice of such liquidation shall be provided to Bank at least ten (10) days prior to the commencement of such liquidation proceedings. Further, Creditor shall receive no amounts by reason of the collection or liquidation of any assets or property of Borrower constituting Bank Collateral unless and until all obligations of Borrower to Bank are satisfied in full.

6. Bank agrees that, in the event of a liquidation of Bank Collateral, notice of such liquidation shall be provided to Creditor at least ten (10) days prior to the commencement of such liquidation proceedings. Further, Bank shall receive no amounts by reason of the collection or liquidation of any assets or property of Borrower constituting Creditor Collateral until all obligations of Borrower to Creditor are satisfied in full.

7. This subordination and agreement constitutes only a subordination under the laws of the State of Maryland as to priority positions of respective lien interests of the parties hereto and does not, and shall not be construed to, subordinate the rights of any party regarding payment of any indebtedness of Borrower or rights under any evidence of indebtedness with regard thereto.

8. Should the Lien or priority position of either party hereto in and to the assets of the Borrower be, as a result of this Agreement, placed in a secured position inferior to that of any third party, then, as to the subordination of the party whose lien position is placed in an inferior position, this Agreement and the subordination effected hereby shall be null, void and of no force or effect.

9. Creditor and Bank warrant and represent, each to the other, that, except for the subordination effected by this Agreement, the security interests held by either in and to the assets of the Borrower, as set forth herein, each constitutes a valid, binding, first security interest upon said assets. This Agreement shall remain in full force and effect only so long as the representatives and warranties contained herein remain and accurate.

10. The rights of Bank and Creditor under this Agreement shall not be affected in any manner whatsoever by the way in which such party hereafter deals with Borrower or any future transactions or agreements by and between such party and Borrower, and neither party needs to give the other notice of such dealings. Such dealings, transactions or agreements may include, but not be limited to, an increase in the amount of the obligations secured by property as security for such obligations, an amendment of either party's

agreement with Borrower, the execution of new agreements with Borrower, and the termination of existing agreements with Borrower, including, but not limited to those agreements existing on the date of this Agreement.

11. This Agreement shall, in all respects, be a continuing agreement and shall remain in full force and effect subject to discontinuance only upon the receipt by the non-terminating party of written notice by the terminating party and the payment and satisfaction in full of all obligations of Borrower to Bank; provided, however, that no such notice of discontinuance shall affect or impair any of the agreements or obligations of the parties hereto by reason hereof, or of Borrower to either of the other parties hereto, existing prior to receipt of notice of discontinuance or any and all obligations created or acquired thereafter pursuant to any previous commitments made by Bank or Creditor under or in connection with any loan agreement or promissory note and any and all extensions of renewals thereof.

12. Each party hereby represents and warrants to the other that the person executing this Agreement on its behalf has full power and authority to execute and deliver this Agreement, and that such execution and delivery and the performance of this Agreement has been duly authorized by all necessary and proper corporate action and that this Agreement constitutes its valid and legally binding obligations. Borrower signs below to evidence its consent to the terms of this Agreement.

13. Nothing herein contained is intended to, nor shall be constituted as creating any third party beneficiary rights in any third party entity whatsoever.

14. Neither party may assign, pledge or otherwise dispose of any security agreement or interest affected hereby unless the assignee, pledgee or other transferee agrees to be bound by the terms of this Agreement.

15. The Intercreditor Agreement entered into by and between the parties dated November 23, 1987, and this first amendment thereto replace and supersede any previous agreements specifically, but not limited to, the Intercreditor Agreement dated June 26, 1986, by and between the parties hereto which is hereby cancelled and rendered null and void.

16. All other terms of the Intercreditor Agreement dated November 23, 1987, shall remain in effect. In the event of a conflict between the terms of this Agreement and the Intercreditor Agreement with regard to specifically designated accounts receivable, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, this Agreement has been made and entered into on the day and year first set forth above.

WITNESS:

THE FIRST NATIONAL BANK OF MARYLAND

Anne Marie Kennel
Anne Marie Kennel
(Print Name)

By: [Signature]
Title: Assistant Vice
President

HEWLETT-PACKARD COMPANY

D. Craig Nordlund
Associate General Counsel
and Secretary
(Print Name)

By: *D. Craig Nordlund*
Title: *[Signature]*

ANNMARC, INC.

Sandy K. Vest
Sandy K. Vest
(Print Name)

By: *[Signature]*
Title: President

544 215

278126

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 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 Timothy Hansen
Address P.O. Box 13, Beallsville, MD 20839

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Drive
Annapolis, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- New John Deere 332 Lawn & Garden Tractor
S/N M00332X477269
- New John Deere 50" Mower Deck
S/N M01013X598390

RECORD FEE 11.00
POSTAGE .50
#422100 CTTT R03 T11:33
08/01/89
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)

Timothy Hansen
(Signature of Debtor)

Timothy Hansen
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

COUNTY

544 216

278127

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 pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Volvo Land, Inc. T/A Wootton Motor Cars
Address 8065 Ritchie Highway - Pasadena, Maryland 21122

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address 766 Old Hammonds Ferry Road - Linthicum, Maryland 21090

RECORDED FEE 12.00
#420100 UNIT ROS 111436
CK 08/01/89
H. ERLE SCHWEP
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)

PRESENT AND FUTURE INVENTORY OF VOLVO, SUBARU, AND VOLKSWAGEN MOTOR VEHICLES INCLUDING VEHICLES NOW OWNED BY DEBTORS AND THOSE HEREAFTER ACQUIRED, TOGETHER WITH ACCESSORY PARTS AND EQUIPMENT ATTACHED; VOLVO, SUBARU, AND VOLKSWAGEN VEHICLES OF ALL KINDS WHETHER NOW OWNED OR HEREAFTER ACQUIRED; PROCEEDS OF ANY OF THE FOREGOING INCLUDING BUT NOT LIMITED TO ACCOUNTS, CHATTEL PAPER AND CONTRACT RIGHTS, AND ALL GENERAL INTANGIBLES, NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR.

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)

David W. Wootton
(Signature of Debtor)

DAVID W. WOOTTON VP
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mark R. Breidenstein
(Signature of Secured Party)

Mark R. Breidenstein, VP
Type or Print Above Signature on Above Line

544 217

STATE OF MARYLAND

278123

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 7/14/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fishergate Pub. Co. Inc.
Address 2521 Riva Rd. Annapolis, MD 21401

2. SECURED PARTY

Name AGFA FINANCIAL SERVICES, INC.
Address 200 Ballardvale Street
Wilmington, MA 01887

RECORD FEE 11.00
POSTAGE 6K .50
#422000 0717 103 711:59
08/01/89

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

System Integrator I119/80
and related items as more fully set forth on lease dated 5/15/89
Fishergate Pub. Co. Inc. by and between

Name and address of Assignee

AGFA Financial Services, Inc. This filing is being made in the event that contrary to the party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform commercial code. This filing is made in accordance with Article 9, Section 408.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anthony Drummond
(Signature of Debtor)

ANTHONY DRUMMOND
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

C. C. [Signature]
(Signature of Secured Party)

AGFA FINANCIAL SERVICES, INC.
Type or Print Above Signature on Above Line

278199

BOOK 544 PAGE 218

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)

Kemp, Tracy
232 Elkton St.
Laurel, MD
20707

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

Kayak MFG. Corp.
325 Harlem Rd.
West Seneca, NY
14224

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

RECORD FEE 11.00
#422240 5717 REG TID:01
03/01/59
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

12x20 pool

215-80-1819
Anne arundel county

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

Second Federal Funding
PO BOX 4112
Buffalo, NY 14240

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:

Tracy S Kemp

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

Kayak Mfg. Corp.

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

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

UCC STATEMENT

(1) Filing Officer Copy — Alphabetical

1. This UCC Statement dated _____ is to be filed in the office shown below Filed with ANNE ARUNDEL CO.	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: 373620 Filing Date: 6/6/89	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY)
--	---	---	---

5. This statement is (CHECK ONLY ONE BOX)

- ORIGINAL FINANCING STATEMENT This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security Interest in such collateral prior to filing.
- ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.
- AMENDMENT The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

- CONTINUATION STATEMENT The financing statement bearing the file number shown in Item 2 is still effective.
- ASSIGNMENT Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.
- PARTIAL RELEASE OF COLLATERAL Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.
- TERMINATION Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s) MARK-LANG, INC. P.O. BOX 322 MILLERSVILLE, MD.	7. Name and Address of Secured Party: CARTER MACHINERY COMPANY, INC. P.O. Box 3096 Salem, Virginia 24153-3096
---	---

*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)

RECORD FEE 11.00
POSTAGE .50
#629440 C345 R01 T13:15

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement. 08/01/89

10. Name and Address of Assignee:	11. Set forth here is: <input type="checkbox"/> Manner in which the original financing statement is amended. (Check one box.) <input type="checkbox"/> Description of collateral in which rights are assigned. <input checked="" type="checkbox"/> Description of collateral released from original financing statement.
-----------------------------------	--

ONE CATERPILLAR 12G GRADER, SN 61M11727

13. CARTER MACHINERY COMPANY, INC. <i>Judith Madocay</i> 7/24/89 SIGNATURE OF SECURED PARTY	SIGNATURE(S) OF DEBTOR(S) (Required only on original Financing Statement or Amendment)
---	---

H. FILE SCHAFER
CIRCUIT COURT

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 Adam Polikoff

Address 192 Inverness Rd., Severna Park, MD 21146

2. SECURED PARTY

Name N.J. Richardson & Sons, Inc.

Address 6400 Windsor Mill Rd., Baltimore, MD 21207

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

RECORD FEE 11.00

MAR 20 0345 PM 113154

CK 09/01/89

H. ERLE SCHAFER

44 CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

- 1 Kubota B5200DT Tractor
- 1 Woods RM59 Mower

Name and address of Assignee
KUBOTA CREDIT CORPORATION
 P.O. Box 105598
 Atlanta, GA 30348-5598

54900-818768

CHECK THE LINES WHICH APPLY

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

Adam Polikoff
(Signature of Debtor)

Adam Polikoff
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. E. Richardson, Pres.
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11. 50

BOOK 544 PAGE 221

278132

FINANCING STATEMENT FORM UCC-2

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. \$ 0.00

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

This financing statement Dated 7/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ ^{Lessee} UNC Naval Products Division of UNC, Incorporated
Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ ^{Lessor} General Electric Capital Corporation
Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____
Address _____

RECORD FEE 11.00
POSTAGE .50
77 JUL 21 1989
CK
CLERK OF THE CIRCUIT COURT

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

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New 1989 Newcor Tool Handling System, s/n X9359 as more fully described in Annex A attached hereto and made a part hereof. Includes all proceeds, replacements and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.
Not Subject to Recordation Tax.

CHECK THE LINES WHICH APPLY

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

(Signature of ~~Debtor~~ ^{Lessee})
UNC Naval Products Division of UNC, Incorporated
Type or Print Above Signature on Above Line
X [Signature]
(Signature of Debtor)
Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)
By [Signature]
(Signature of ~~Secured Party~~ ^{Lessor})
General Electric Capital Corporation
Type or Print Above Name on Above Line

Office of the Clerk of the Circuit Court, Anne Arundel County, MD.

11/5

ANNEX A

This Annex is to be attached to and become part of a UCC-2 Financing Statement dated 7-18-89, between the undersigned

Description of Equipment

One (1) New 1989 Newcor Tool Handling System, s/n X9359 consisting of the following components:

This Major Tooling and Handling System consists of Two Tables, Rail System as well as Tooling Motor System, Auxiliary Table Rails, Process Equipment Rails, Spur System Rails, Tooling Motor Mechanisms, Indexing Units, Transmission Shafting couples the Indexing Unit to the Dial Table, Secondary Tables and Auxiliary Table; Auxiliary Table operates on demand to load and unload Tooling between the Main Table and the Spur Stations; three Spur Stations and two Tooling Slots on the Auxiliary Table make Decisions based on Internal and External Communications as to proper Rotation; Table returns to Ready Position after performing all required moves; Cooling Motors #1 and #2 on the Auxiliary Table use two Sub-Programs to load and unload Tooling; Tooling Motor #3 transfers Tooling between Station B on the Main Table and Process Equipment; Tooling Motors operate in set Sequence once the Transfer is initiated.

...includes all wiring, installation, attachments and accessories now or hereafter attached thereto.

LESSOR:
General Electric Capital Corporation

LESSEE:
UNC Naval Products Division of UNC,
Incorporated

BY: [Signature]

BY: [Signature]

TITLE: LOP

TITLE: Vice President
Financial Management

FINANCING STATEMENT FORM UCC-2

Identifying File No. _____

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

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

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

This financing statement Dated 7/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of ~~Debtor~~ ^{Lessee} UNC INCORPORATED, UNC Naval Products Division

Address 175 Admiral Cochrane Drive, Annapolis, MD 21401

2. Name of ~~Secured Party~~ ^{Lessor} General Electric Capital Corporation

Address 1080 Elm Street, Rocky Hill, CT 06067

3. Assignee of Secured Party _____

Address _____

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

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) New 1989 Newcor Tool Handling System, s/n X9359 as more fully described in Annex A attached hereto and made a part hereof. Includes all proceeds, replacements and accretions attached thereto and any substitutions thereof. LESSEE IS NOT AUTHORIZED TO SELL EQUIPMENT.
Not Subject to Recordation Tax.

CHECK THE LINES WHICH APPLY

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

 (Signature of ~~Debtor~~ ^{Lessee})
 UNC INCORPORATED, UNC Naval
 Products Division
 Type or Print Above Signature on Above Line
 X *Sheely*
 (Signature of Debtor)

 Type or Print Above Signature on Above Line

SECURED PARTY

 (Name of Dealership)
 By *Smalley*
 (Signature of ~~Secured Party~~) Lessor
 General Electric Capital Corporation
 Type or Print Above Name on Above Line

Office of the Clerk of the Circuit Court, Anne Arundel County, MD.

1/18

RECORD FEE 11.00
 POSTAGE .50
 #42200 CTVT RDJ 11:30
 08/01/89
 H. ERIC SCHAFER
 AS CL. CIRCUIT COURT

ANNEX A

544 PAGE 224

This Annex is to be attached to and become part of a UCC-2 Financing Statement dated 7-18-89, between the undersigned

Description of Equipment

One (1) New 1989 Newcor Tool Handling System, s/n X9359 consisting of the following components:

This Major Tooling and Handling System consists of Two Tables, Rail System as well as Tooling Motor System, Auxiliary Table Rails, Process Equipment Rails, Spur System Rails, Tooling Motor Mechanisms, Indexing Units, Transmission Shafting couples the Indexing Unit to the Dial Table, Secondary Tables and Auxiliary Table; Auxiliary Table operates on demand to load and unload Tooling between the Main Table and the Spur Stations; three Spur Stations and two Tooling Slots on the Auxiliary Table make Decisions based on Internal and External Communications as to proper Rotation; Table returns to Ready Position after performing all required moves; Cooling Motors #1 and #2 on the Auxiliary Table use two Sub-Programs to load and unload Tooling; Tooling Motor #3 transfers Tooling between Station B on the Main Table and Process Equipment; Tooling Motors operate in set Sequence once the Transfer is initiated.

...includes all wiring, installation, attachments and accessories now or hereafter attached thereto.

LESSOR:
General Electric Capital Corporation

BY: [Signature]

TITLE: [Signature]

LESSEE:
UNC Naval Products Division of UNC,
Incorporated

BY: [Signature]

TITLE: Vice President
Financial Management

1363d

PARTIES

Debtor name (last name first if individual) and mailing address:

WALKER DWAYNE R.
LOT #95 CHESAPEAKE MOBILE COURT
HANOVER MD 21076

1

Debtor name (last name first if individual) and mailing address:

WALKER CONNIE M.
LOT #95 CHESAPEAKE MOBILE COURT
HANOVER MD 21076

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

CHESAPEAKE MOBILE HOMES, INC.
P.O. BOX 288
MILLERSVILLE, MD 21108

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

2a

Special Types of Parties (check if applicable):

The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.

The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.

Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a. acquired after a change of name, identity or corporate structure of the Debtor.

b. as to which the filing has lapsed.

c. already subject to a security interest in another county in Pennsylvania-

when the collateral was moved to this county.

when the Debtor's residence or place of business was moved to this county.

d. already subject to a security interest in another jurisdiction-

when the collateral was moved to Pennsylvania.

when the Debtor's location was moved to Pennsylvania.

e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

CHESAPEAKE MOBILE HOMES, INC.
Diana Urquhart-Agent

4

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **544 REC 225**
278131

Date, Time, Filing Office (stamped by filing officer):

RECORD FEE 10.00
 POSTAGE GK .50
 #422477 CITY RD 71347
 5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

Secretary of the Commonwealth.

Prothonotary of _____ County.

real estate records of _____ County.

6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type.

1990 HOLLY PARK PRINCESS ROYAL 14 X 72
 SERIAL # 11834 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):

a. crops growing or to be grown on -

b. goods which are or are to become fixtures on -

c. minerals or the like (including oil and gas) as extracted on -

d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
 Street Address:
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 WALKER DWAYNE R. *Dwayne R. Walker*

1a WALKER CONNIE M. *Connie M. Walker*

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

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.

NOT SUBJECT TO RECORDATION TAX

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

1. DEBTOR

Name VIP Transport East, Inc.

Address 7483 Candelwood Road Bldg J Hanover, MD 21076

2. SECURED PARTY

Name Yale Industrial Trucks - Maryland, Inc.

Address 208 Azar Court Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

(1) Used Yale GAS Forklift Truck GLC050R and all accessions, additions, replacements and substitutions thereto and therefor and all proceeds (including insurance proceeds) thereof.

Name and address of Assignee
General Electric Capital Corporation
P.O. Box 2160
Flemington, NJ 08822

Filed with Anne Arundel CO.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above 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)
VIP Transport East, INC.
Type or Print Above Name on Above Line
[Signature]
(Signature of Debtor)
DAN C. LIFEITUS
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
BARBARA A. Krumm
Yale Industrial Trucks - Maryland, INC.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

544 227

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274431

RECORDED IN LIBER 531 FOLIO 557 ON 09/07/88 (DATE)

1. DEBTOR

Name VSI TECHNOLOGIES, INC.
Address 5633 Belle Grove Road, P.O. Box 2878, Brooklyn Park, Maryland 21225

2. SECURED PARTY

Name MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Address 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

ADDITIONAL DEBT IN THE AMOUNT OF \$150,000.00 HAS BEEN INCURRED BY DEBTOR AND IS SECURED BY THE SECURITY INTEREST EVIDENCED BY THE ORIGINAL FINANCING STATEMENT. RECORDATION IS DUE IN THE AMOUNT INDICATED ON THE ATTACHED CERTIFICATE. AMENDMENT TO THE ADDRESS INDICATED ON THE ORIGINAL FILING SHOULD BE AS FOLLOWS:
5633 Belle Grove Road
P.O. Box 2878
Brooklyn Park, Maryland 21225

VSI TECHNOLOGIES, INC.

By: [Signature]

Name: F. P. Logan

Title: President

Dated July 20, 1989

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By: [Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

3/50, 52

TO: THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of VSI Technologies, Inc., a Maryland corporation ("Debtor") show the following values for property which secures additional debt of \$150,000.00 to Mercantile-Safe Deposit and Trust Company

\$ 2,593,000.00 (X) Value of inventory, contract rights and other exempt property

\$ 2,663,000.00 (Y) Total value of all property covered by financing statement

(X) ÷ (Y) = 97% (B)

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's Office:

\$ 150,000.00 x 97 % = 145,500.00
 (B) (C)

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 4,500.00.

(\$ 150,000.00 - \$ 145,500.00 (C))

VSI TECHNOLOGIES, INC.,
 A Maryland Corporation

By: Francis P. Lages, III (SEAL)
 Francis P. Lages, III,
 President

Date: June 10, 1989

544 230

ATTACHMENT TO UCC-1

LESSEE: HEALTHCARE CORPORATION OF AMERICA

LESSOR: MNC LEASING
A DIVISION OF MNC CREDIT CORP

Certain equipment leased pursuant to that certain Equipment Lease Agreement dated as of December 30, 19 88, between Lessor, as lessor, and Lessee, as lessee, together with all accessions, substitutions and replacements thereof, and proceeds (including insurance proceeds) thereof (but without power of sale); more fully described on the attached schedule(s).

THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY AND IS INTENDED TO REPRESENT A TRUE LEASE.

SCHEDULE OF EQUIPMENT

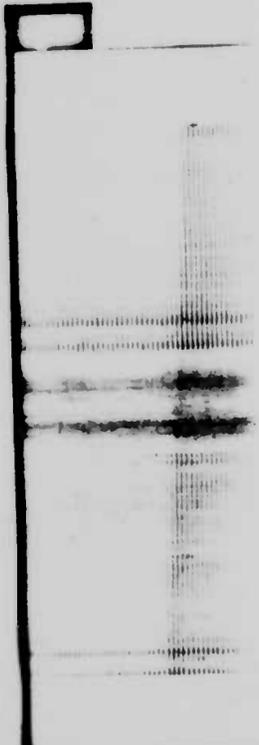
Lessee: HealthCare Corporation of America

Approved by [Signature] Page No. 9 of 12 total pages
(Lessee to initial each page)

Attached to Bill of Sale dated _____, 19____
and/or _____
Equipment Schedule No. 1

Equipment located at:
200 Hospital Road
Street No.
Glen Burnie Anne Arundle MD 21061
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Description	Invoice Cost
	1 - DCA 120 Multiplexor Serial Number: 11768 1 - DCA 930 Modem Serial Number: 6038 1 - 1-CP2, 4-AS2 Card File	



544 232

MARYLAND FINANCING STATEMENT

278137

(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 Michael E. McKown T/A Pinkney Street Systems
(Name or Names)
48 Lawrence Avenue, Annapolis, Maryland 21403
(Address) WPSL 3506

LESSEE
(Name or Names)

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

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

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

See Attached Schedule A.

RECORD FEE 1.00
POSTAGE 0.00
BALTIMORE CITY AND COUNTY RECORDS DEPARTMENT
APR 11 1983

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

LESSEE
Michael E. McKown T/A
Pinkney Street Systems

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Michael E. McKown Director
(Title)
Michael E. McKown

By: Brian G. Connelly Manager
(Title)
Brian G. Connelly

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to:

(Type or print name of person signing)

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

1250

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. NECL 3506
dated July 15, 1989.

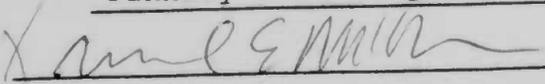
BOOK 544 PAGE 233

<u>Quantity</u>	<u>Description</u>
1	SLT 286-40 640K/1.44DD/40MB
1	2400 Baud INT MODEM, SLT286
1	1.2MB 5.25IN DD DP386S/386-2
1	EXT STORAGE MODULE, SLT286
1	DESKJET PLUS PTR P & S NARR
1	FX-1050 9WIRE PTR WIDE, PAR
1	Motorola 8000M Hand-held Mobile
1	Expanded Capacity Battery

Approved and agreed to this 15th day of July, 1989

Lessee: Michael E. McKown T/A
Pinkney Street Systems

Lessor: Chesapeake Industrial
Leasing Co., Inc.

By: 
Robert E. McKown

By: 
Brian G. Connelly, Manager

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 Edgar Sharp
Address 4644 Muddy Creek Rd, Harwood, MD 20776

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Drive
Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

- New John Deere 855 Tractor
S/N M00855A595068
- New John Deere 60" Mid mower
S/N M02732X595783
- New John Deere 403 Rotary Cutter
S/N M00403X015468

RECEIVED
CK
MAY 15 1989

CHECK THE LINES WHICH APPLY

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

Edgar E Sharp
(Signature of Debtor)

Edgar Sharp
Type or Print Above Name on Above Line

Mary E Sharp
(Signature of Debtor)

Mary E. Sharp
Type or Print Above Signature on Above Line

Outdoor Power (TPB)
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

544 235

278139

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)

B & H HEAVY EQUIPMENT RENTAL INC.
210 RITCHIE ROAD BUILDING C
CAPITOL HEIGHTS, MD 20743

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

IRONPEDDLERS EQUIPMENT
SALES & LEASING, INC.
3504 ROCKY RIVER ROAD NORTH
MONROE, NC 28110

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

NCNB NATIONAL BANK OF NC
SALES FINANCE
9TH & TRYON STREET
CHARLOTTE, NC 28255

For Filing Officer

RECORD FEE 11.00
POSTAGE **OK** .50
#422229 CIVIL AND CRIMINAL
JUL 11/89
H. LYLE SURFER
AA 20. DISTRICT COURT

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

ONE USED CATERPILLAR SCRAPER 1984 MODEL 615, S/N 46Z-965
"TRANSACTION IS NOT SUBJECT TO RECORDATION TAX"
CONTRACT DATE 7/11/89

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

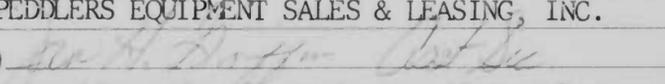
B & H HEAVY EQUIPMENT RENTAL, INC.

(By) 

Standard Form Approved by N.C. Sec. of State

Secured Party(ies) [or Assignees]

IRONPEDDLERS EQUIPMENT SALES & LEASING, INC.

(By) 

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

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

(1) Filing Officer Copy - Numerical

1150

UCC-2

278110

544 236

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)
Richard & Andree Caterisano
808 Aylesbury Garth
~~Arnold~~, MD 21012
Arnold,

2 Secured Party(ies) and address(es)
Cypress Run Partners
Limited Partnership
c/o CDC Equity Corporation
17 Talcott Notch Road
Farmington, CT 06032

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

RECORDING FEE GK 11.00
BALANCE DUE 100.00
12/17/87

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

See attached Schedule A
No Recordation Tax Applies

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

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

Filed with:

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

CDC Equity Corporation, General
Partner, per Power of Attorney

CDC Equity Corporation,
General Partner

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

Managing
Director

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

Managing
Director

(1) Filing Officer Copy-Alphabetic

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

SCHEDULE A

All of the Debtor's Limited Partnership interests in the Secured Party and any successor, and all proceeds or any distributions thereof.

544 PAGE 238

278141

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 7/20/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6700

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 106, Annapolis, MD. 21401

RECORD FEE 11.00

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

CK

.50

3. Maturity date of obligation (if any) _____

9429770 C345 R01 T15:20

08/01/89

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

One (1) *(2) Laserjet 2 P,S W/Toner
S/N(s): 2914A38252

One (1) CBL:IBM PAR 15FT

Name and address of Assignee ERLE SCHAFER
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

544 239

STATE OF MARYLAND

278142

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 North American Beauty Services
Address 6750 Bay Meadow Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name XL/Datacomp, Inc.
Address 908 N. Elm Street
Hinsdale, IL 60521

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

3. Maturity date of obligation (if any) _____

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

The computers, software, and other data processing equipment as more fully described in Exhibit A attached hereto and made a part hereof.

Reference: Schedule A to Master Equipment Lease No. BWL-1106

Not subject to recordation tax--to publicize a lease of goods or fixtures

RECORD FEE 11.00

POSTAGE CK .50

8829790 C345 R01 T15:21

08/01/89

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)

North American Beauty Services
(Signature of Debtor)
Type or Print Above Name on Above Line

Thomas Dobrzykowski;
Type or Print Above Signature on Above Line
Thomas Dobrzykowski, Vice-President

XL/Datacomp, Inc.
(Signature of Secured Party)
Denise Wolke, Leasing Admin.
Type or Print Above Signature on Above Line

RECORDATION SERVICES

5777/137883

H. ERLE SCHAFER

CLERK OF DISTRICT COURT

EXHIBIT A

544 240

SCHEDULE A DATED May 9, 1989

TO MASTER EQUIPMENT LEASE NO. BWL-1106 DATED May 9, 1989

CUSTOMER: North American Beauty Services
 EQUIPMENT LOCATION: 6750 Bay Meadow Drive, Glen Burnie, MD 21061
 COMMENCEMENT DATE: Upon installation
 MANUFACTURER: IBM
 INITIAL TERM: 36 months after the first day of the month following the commencement date

Quantity	Type	Model	Description	Serial No.	Monthly Rent	Stipulated Loss Value
1	9309	002	Rack	#71369		
2	9335	A01	Controller	#A1076, A0F5A		
4	9335	B01	DASD	#BFB61, BFBC2, BFBAA, BFB53		
					\$525.00	\$90,000.00

MASTER EQUIPMENT LEASE: This Schedule is entered into pursuant to the Master Equipment Lease identified above, a copy of which each party hereto has been provided. All of the terms, conditions, representations and warranties of the Master Equipment Lease are hereby incorporated by reference herein and made a part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate lease with respect to the Machines described herein. By their execution and delivery of this Schedule, the parties hereby reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Equipment Lease, except as modified herein.

XL/DATACOMP, INC.

North American Beauty Services

Customer

By: _____
Its duly authorized representative

By: [Signature]

Title: vice president

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 William K. Forthofer and Charles E. Chandler to Home Federal Savings Bank, and are deemed by said Indemnity Credit Line Deed of Trust to be part of the hereinafter described real estate.

- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Guarantor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional property later acquired by Guarantor and encumbered by the lien of the Indemnity Credit Line Deed of Trust as the same may be supplemented from time to time.

GUARANTOR:

SECURED PARTY:

BAY INDUSTRIAL VENTURES

HOME FEDERAL SAVINGS BANK

By: *William K. Forthofer*
William K. Forthofer

By: *Jacqueline M. Gaver*
Jacqueline M. Gaver,
Vice President

By: *Charles E. Chandler*
Charles E. Chandler

bijv.3

SCHEDULE A

BEING KNOWN AND DESIGNATED as Lot 4A as shown on the Plat entitled "Plat of Lots 4A and 4B, Part of Lot 4, Section Two, Annapolis Business Center, Annapolis, Maryland", which Plat is recorded among the Land Records of Anne Arundel County in Liber WGL No. 2916, folio 647.

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

544 244

278144

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)
RSQ Associates, Inc. dba
Grease & Go
4185 Mountain Rd.
Pasadena MD 21122

2 Secured Party(ies) and address(es)
Capital Innovations, Inc.
1300 RT. 73 S., Suite 201
Mt. Laurel, NJ 08054

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

4 This financing statement covers the following types (or items) of property
One (1) Computer System Consisting of;
Archival 286, 40 MG Drive, EGA Display s/n 122036
s/n 2862764
Indiana CASH Register Drawer s/n 759898
Okidata 320 Printer s/n 0562469

5. Assignee(s) of Secured Party and
Address(es)
First Peoples Bank of NJ
P.O. Box 300
Haddon Twp. NJ 08108
RECORDED FILE 12.00
POSTAGE .50
49-001-89 08/02/89
H. ETRLE SCHAFER

See Schedule A attached

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
AA CO. CIRCUIT COURT
Anne Arundel COUNTY

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

RSQ Associates, Inc. dba Grease & Go

Capital Innovations, Inc.

By: William Quay Jr.
Signature(s) of Debtor(s)

Pres.
Title

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

VP
Title

STANDARD FORM FORM UCC-1.

SCHEDULE A

All rights, title and interest of Lessor under Lease Agreement dated January 6, 1988 between Lessor and Lessee and the underlying equipment described above including but not limited to all rental payments under said Lease and all proceeds thereof including insurance proceeds.

This filing is for precautionary purposes in connection with an equipment leasing transaction and is not to be construed as indicating that this transaction is other than a true lease.

Lessee: RSQ Associates, Inc., dba Grease & Go

By: William Quay Jr.
William Quay JR.

Title: Pres.

12

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 262261 recorded in Liber 498, Folio 549 on June 10, 1986 (date).

1. DEBTOR(S):
 Name(s): Genderson Chevrolet, Inc.
 Address(es): 138 Revell Highway
Annapolis, MD 21401

2. SECURED PARTY:
 Name: Equitable Bank, N.A.
 Address: 100 South Charles Street 060702
Baltimore, MD 21201
ATTN: P. J. Logan, Community Lending Officer
 Person and Address to whom Statement is to be returned if different from above.

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

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

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

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

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

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

8.

RECORD FEE 10.00
 POSTAGE .50
 #630400 C345 R01 T10:58
 08/02/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

9. DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association
 By *P. J. Logan*
P. J. Logan,
 (Type Name and Title)
Community Lending Officer

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER 480

FOLIO 323

Identification No. 254862

Dated: December 6, 1984

1. Debtor (Kinder-Care Learning Centers, Inc.
(4505 Executive Park Drive
(Montgomery, AL 36116

2. Secured Party (First Alabama Bank of Montgomery, N.A.
(P. O. Box 5260
(Montgomery, AL 36103-5260
(Attention: Trust Department Corporate Bond,
(as Trustee for the benefit of
(
(Anne Arundel County, Maryland
(Arundel Center
(Calvert and Northwest Streets
(Annapolis, Maryland 21401
(Attention: Director of Administration,
(and its assigns as beneficiary

3. Maturity Date (if any): December 1, 2004

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE 1.50
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

LAWYERS TITLE INSURANCE CORPORATION
114 E. LEXINGTON ST., 3rd FLR.
BALTIMORE, MD 21202
301-539-3212

RETR-FN
TD:

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

NOTE: Anne Arundel County has assigned its rights as beneficiary to First Alabama Bank of Montgomery, N.A., pursuant to the Trust Indenture dated as of December 1, 1984 between the County and the Bank.

Dated: June 14, 1989

FIRST ALABAMA BANK (successor by merger to First Alabama Bank of Montgomery, N.A.), as Trustee

By: Walter L. Darby, Jr.
Walter L. Darby, Jr.
Senior Vice President/Corporate Trust/
Trust Operations Manager

Secured Party

10⁰⁰ 50

Local

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER 480

FOLIO 329

Identification No. 254863

Dated: December 6, 1984

1. Debtor (Anne Arundel County, Maryland
(Arundel Center, Calvert and Northwest Streets
(Annapolis, MD 21401

2. Secured Party (First Alabama Bank of Montgomery, N.A.
(P. O. Box 5260
(Montgomery, AL 36103-5260

3. Maturity Date (if any):

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE 2.50
RECORDED 0237 11/11/89
GKI H. ORLE SCHAFER
AA CO. CIRCUIT COURT

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

LAWYERS TITLE INSURANCE CORPORATION
114 E. LEXINGTON ST., 3rd FLR.
BALTIMORE, MD 21202
301 - 539 - 3212

RETURN TO

Dated: June 14, 1989

FIRST ALABAMA BANK (successor by merger to First Alabama Bank of Montgomery, N.A.), as Trustee

By: Walter L. Darby, Jr.
Walter L. Darby, Jr.
Senior Vice President/Corporate Trust/
Trust Operations Manager

Secured Party

Local

1600

278145

544 248

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

RETURN TO:
 LAWYERS TITLE INSURANCE CORPORATION
 114 E. LEXINGTON ST., 3rd FLR.
 BALTIMORE, MD 21202
 301 - 539 - 3212

1. Debtor(s):

Kinder-Care Learning Centers, Inc.
Name or Names—Print or Type

2400 Presidents Drive, Montgomery, AL 36116
Address—Street No., City - County State Zip Code

Attn: Eddie O. Nabors

Name or Names—Print or Type _____

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

2. Secured Party:

See Exhibit I hereto
Name or Names—Print or Type

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

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

See Exhibit II hereto

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

See Schedule A to Exhibit II hereto

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): KINDER-CARE LEARNING CENTERS, SECURED PARTY:

BY: Eddie O. Nabors
(Signature of Debtor)

Eddie O. Nabors, Exec. Vice President
Type or Print (Company, if applicable)

(Signature of Debtor) (Signature of Secured Party)

Type or Print 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 Roy S. Goldfinger, c/o Kaufman, Rothfeder & Blitz, P.C.
2740 Zelda Road, Montgomery, Alabama 36106

RECORD FEE
 POSTAGE
 CK
 H. ERLE SCHWENK
 ALA. CO. CIRCUIT CLERK

3353

Local
ucc

EXHIBIT I

NAMES AND ADDRESSES OF SECURED PARTIES

John T. Kieley, Esq. and Carson T. Mills, Esq.
c/o Lawyers Title Insurance Corporation
114 East Lexington
Baltimore, Maryland 21202

as trustees for the benefit of

Irving Trust Company
One Wall Street
New York, New York 10015
Attention: David B. Bolton, Vice President

as beneficiary

Anne

EXHIBIT II

The following property, subject, however, to Permitted Encumbrances as defined and listed in that certain Deed of Trust and Security Agreement dated as of June 1, 1989 (the "Mortgage") from the Debtor as grantor to the Secured Party as trustees and beneficiary, which Mortgage has been filed for record with the Clerk of the Circuit Court of Anne Arundel County, Maryland on 8/2, 1989 in Book 4901, Page 331 :

1. All buildings, structures, additions, improvements, facilities, fixtures, fittings, machinery, apparatus, installations, furniture, equipment and other property, now or hereafter located in, upon or under, or based at the real estate described in Schedule A hereto (the "Project Site") of which the Debtor is owner of record, other than Personal Property as defined in Section 4.3 of the Master Security Document attached as Exhibit C to the Mortgage (the "Project Facilities");

2. All rentals, revenues, payments, repayments, income, charges and money derived by the Debtor from the lease, sale or other disposition of the Project Site or Project Facilities and the proceeds from any insurance or condemnation award pertaining thereto; and

3. All easements, rights of way or use, licenses, privileges, franchises, servitudes, tenements, hereditaments and all appurtenances now or hereafter belonging to or anyway appertaining to the Project Site or the Project Facilities including, without limitation, all right, title and interest in any street, open or proposed.

SCHEDULE A

BOOK 544 PAGE 251

PROJECT SITE

PARCEL 1 (Center #1016)

BEGINNING for the same at a pipe found at the intersection of the Northern right-of-way line of Maryland Route 100 as delineated on Maryland State Roads Commission Right-of-Way Plat No. 33450 with the Twelfth or South 06 degrees 05 minutes 30 seconds West 1122.61 foot line of the Second parcel of the conveyance from George C. Schmidt and wife to Mario Anello, Et Al, recorded among the Land Records of Anne Arundel County in Liber G.T.C: 1480, Folio 198, thence binding on the North side of Maryland Route 100 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 87 degrees 23 minutes 01 seconds West 175.00 feet to an iron pipe set and being located South 87 degrees 23 minutes 01 seconds East 3.97 feet from an iron pipe found on said Northern right-of-way line, thence binding on the East side of a Utility Easement Parcel as shown on the subdivision plat Resubdivision of Lot Five, "Lake Shore Plaza" dated January 1984 prepared by John E. Harms, Jr. & Associates, Inc. and intended to be recorded among the Plat Records of Anne Arundel County, Maryland,

(2) North 17 degrees 51 minutes 05 seconds West 195.00 feet to an iron pipe set thence binding on the North side of said Utility Easement and on part of the North side of Lot 5G,

(3) North 64 degrees 59 minutes 05 seconds West 59.75 feet to an iron pipe set on the South side of Postal Court cul-de-sac having a radius of 53.00 feet thence binding on the East side of said cul-de-sac,

(4) By a curve to the left having a radius of 53.00 feet an arc length of 41.02 feet being subtended by a chord North 25 degrees 01 minutes 09 seconds East 40.00 feet to an iron pipe set, thence binding on the South sides of Lot 5E as shown on the aforementioned Record Plat,

(5) South 64 degrees 59 minutes 05 seconds East 150.76 feet to an iron pipe set, thence

Schedule A - Project Site (Continued)Parcel 1 (Continued)

(6) North 88 degrees 38 minutes 18 seconds East 130.62 feet to an iron pipe set on the aforementioned belfth line of the conveyance to Mario Anello, Et Al said pipe also located South 01 degrees 21 minutes 42 seconds East 50.07 feet from a pipe found marking the end of the First or South 06 degrees 05 minutes 30 seconds West 503.35 foot line of a conveyance from Mario Anello, Et Al to Union Trust Company of Maryland recorded among the aforesaid Land Records in Liber 2398, Folio 222, thence binding on a part of said belfth line.

(7) South 01 degrees 21 minutes 42 seconds East 194.52 feet to the point of beginning,

Lot 5F in a subdivision known as "Resubdivision of Lot Five, Lake Shore Plaza" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 93, folio 23 said to contain .9677 acres of land more or less.

Schedule A - Project Site (Continued)PARCEL 2 (Center #1061)

BEGINNING FOR THE SAME at a point marking the beginning point of the first parcel in the conveyance by and between Joseph Schwartz and William E. Dixon, grantor, and Reliable Contracting Co., Inc. Profit Sharing Fund, grantee, by Deed dated December 23, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2728, Page 201, said point of beginning also being on the Northwest side of Rockenbach Road; thence leaving said Rockenbach Road and running reversely with the last or South 53 degrees 11 minutes 20 seconds East 1,223.38 foot line of the aforesaid conveyance, as now surveyed and shown on the plat "Minor Subdivision, Ridgeview Plaza" prepared by Anarex, Inc. dated December 1983, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3845, Folio 572.

- 1) North 51 degrees 13 minutes 58 seconds West 200.00 feet; thence leaving said line and running across a part of the aforementioned conveyance,
- 2) North 48 degrees 04 minutes 41 seconds East 220.00 feet,
- 3) South 51 degrees 13 minutes 19 seconds East 200.00 feet to the said Northwest side of Rockenbach Road; thence with said road,
- 4) Northwesterly 220.00 feet along the arc of a curve deflecting to the right, and having a radius of 3,185.00 feet and a chord of South 48 degrees 04 minutes 47 seconds West 219.96 feet to the point of beginning.

Containing in all 1.003 acres of land, more or less.

Being a portion of that land conveyed from Reliable Contracting Company Inc. Profit Sharing Fund to Ridgeview Associates Limited Partnership by Deed dated October 26, 1984 recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3807, Folio 47.

Together with the use of all that storm water management easement, as shown on the aforementioned plat "Minor Subdivision, Ridgeview Plaza", prepared by Anarex, Inc. and dated December 1983, recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3845, Folio 572.

(Continued on next page)

Schedule A - Project Site (Continued)

Parcel 2 (Continued)

TOGETHER WITH THE USE OF WITH OTHERS, A 40 FOOT PRIVATE COMMON USE ROAD WAY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A POINT BEING N 51°13'19" W 12.89 FEET FROM THE END OF THE THIRD OR S 51°13'19" E 200.00 FOOT LINE OF ABOVE DESCRIPTION, THENCE RUNNING REVERSELY WITH AND BOUNDING ALONG A PART SAID THIRD LINE.

- 1) N 51°13'19" W 40.00 FEET THENCE LEAVING SAID THIRD LINE AND RUNNING WITH COMMON USE RIGHT OF WAY.
- 2) NORTHEASTERLY 151.87 FEET ALONG AN ARC OF A CURVE, DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 1016.51 FEET TO A POINT OF TANGENCY, THENCE
- 3) N 56°16'42" E 8.09 FEET, THENCE
- 4) S 53°43'18" E 40.00 FEET, THENCE
- 5) SOUTHERLY 39.75 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 32.00 FEET TO THE NORTHWEST SIDE OF ROCKENBACH THENCE RUNNING WITH AND BOUNDING ALONG A PART OF ROCKENBACH ROAD
- 6) SOUTHWESTERLY 44.60 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 3185.00 FEET, THENCE LEAVING SAID ROCKENBACH ROAD AND CONTINUING WITH THE COMMON USE RIGHT OF WAY
- 7) SOUTHWESTERLY 27.22 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT AND HAVING A RADIUS OF 17.00 FEET AND THENCE
- 8) SOUTHWESTERLY 71.57 FEET ALONG THE ARC OF A CURVE, DEFLECTING TO THE RIGHT AND HAVING A RADIUS OF 1056.51 FEET TO THE PLACE OF BEGINNING.

CONTAINING IN ALL 0.173 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE USE OF OTHERS, A STORM WATER MANAGEMENT EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A POINT BEING S 51°13'19" E 50.00 FEET ALONG THE THIRD OR S 51°13'19" E 200.00 FOOT LINE OF THE HERETOFORE MENTIONED DESCRIPTION, THENCE LEAVING SAID LINE AND RUNNING WITH THE OUTLINE OF SAID STORM WATER MANAGEMENT EASEMENT

- 1) N 48°51'25" E 72.50 FEET,
- 2) N 41°08'35" W 18.00 FEET,
- 3) N 48°51'25" E 73.00 FEET,
- 4) S 41°08'35" E 56.00 FEET,
- 5) S 48°51'25" W 73.00 FEET,
- 6) N 41°08'35" W 23.00 FEET, AND
- 7) S 48°51'25" W 69.83 FEET TO INTERSECT THE AFORESAID THIRD LINE, THENCE RUNNING REVERSELY WITH AND BOUNDING ALONG A PART OF SAID LINE
- 8) N 51°13'19" W 15.24 FEET TO THE PLACE OF BEGINNING.

CONTAINING IN ALL 5,156 SQUARE FEET OF LAND, MORE OR LESS.

Schedule A - Project Site (Continued)PARCEL 3 (Center #1136)

Beginning for the same at a point on the Northwest side of Jumpers Hole Road existing 30 feet wide, said point marking the division line between the land of Street Venture, Inc. and Anne Arundel County; thence leaving said point of beginning so fixed and running with and binding along a portion of the Northwest side of Jumpers Hole Road as now surveyed

(1) South 20 degrees 28 minutes 42 seconds West 140.09 feet, thence running across a portion of that land conveyed from Street Associates to Street Venture, Inc. by Deed dated January 19, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3561, folio 358

(2) North 77 degrees 19 minutes 08 seconds West 276.30 feet

(3) North 20 degrees 12 minutes 37 seconds East 140.00 feet to intersect the eighth or South 77 degree 27 minute 22 second East 672.22 foot line of the aforementioned conveyance thence running with and binding along a portion of said eighth as now surveyed

(4) South 77 degrees 19 minutes 08 seconds East 276.97 feet to the point of beginning. Containing in all 0.881 acres of land more or less.

Together with the use of the Temporary Sanitary Disposal Easement described as follows:

Beginning for the same at the point marking the end of the second line of the above heretofore described parcel; thence leaving said point of beginning so fixed and running across a portion of that land described in the aforementioned conveyance

(1) North 77 degrees 19 minutes 08 seconds West 60.00 feet

(2) South 12 degrees 40 minutes 52 seconds West 100.00 feet

(3) South 77 degrees 19 minutes 08 seconds East 100.00 feet

(4) North 12 degrees 40 minutes 52 seconds East 100.00 feet to intersect the said second line of the above described parcel, thence running with and binding along a portion of said second line

(5) North 77 degrees 19 minutes 08 seconds West 40.00 feet to the point of beginning. Containing in all 10,000 square feet of land more or less.

278146

544 256

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

Anne Arundel County, Maryland
 Name or Names—Print or Type
 Arundel Center, Northwest and Calvert Streets, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code
 ATTENTION: County Administrative Officer

1. Debtor(s):

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

2. Secured Party:

First Alabama Bank
 Name or Names—Print or Type
 8 Commerce Street, Montgomery, Alabama 36104
 Address—Street No., City - County State Zip Code
 ATTENTION: Walter L. Darby, Jr.

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

SEE EXHIBIT I HERETO.

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): ANNE ARUNDEL COUNTY, MARYLAND SECURED PARTY:

By: Adrian Steel
 (Signature of Debtor)
 Its County Administrative Officer
 Type or Print

(Signature of Debtor)
 Type or Print

(Company, if applicable)

(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 Roy S. Goldfinger, Esq.,
 Kaufman, Rothfeder & Blitz, P.C.
 2740 Zelda Road, Third Floor
 Montgomery, Alabama 36106

LAWYERS TITLE INSURANCE CORPORATION
 114 E. LEXINGTON ST., 3rd FLR.
 BALTIMORE, MD 21202
 301 - 539 - 3212

RETURN TO

11:00 30

RECORD FEE
 POSTAGE
 CK H. ERLE ROOPER
 MD. CIRCUIT CLERK

EXHIBIT I

The Debtor has entered into a Trust Indenture dated as of June 1, 1989 with the Secured Party, as trustee thereunder. Terms used herein shall have the meanings given to them in the Trust Indenture.

A.

The Trust Indenture absolutely and irrevocably assigns from the Debtor to the Secured Party, its successors and assigns (A) all right, title and interest of the Debtor in and to all moneys and investments (including, without limitation, the proceeds of the Letter of Credit or any Alternate Credit Facility) in the Credit Facility Account in the Bond Fund and the Remarketing Proceeds Account and Credit Facility Proceeds Account in the Bond Purchase Fund; and (B) all of the Debtor's rights and remedies (except as therein reserved) under a certain Agreement of even date with the Trust Indenture between the Debtor and Kinder-Care Learning Centers, Inc.

B.

The Trust Indenture grants a security interest from the Debtor to the Secured Party, its successors and assigns, in all of the right, title and interest of the Debtor in and to the Revenues (other than the Credit Facility Account, all moneys and investments therein and the proceeds of the Letter of Credit or any Alternate Credit Facility).

544 258

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)
Anthony J. Farace T/A
NEW WINDSOR SPECIALITIES
307 High Street, New
Windsor, MD 21776

2. Secured Party(ies) and address(es)
MAROX LEASING COMPANY
31 Pickburn Court
Cockeysville, MD 21030

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#307200-5055 R04 115:04

4. This statement refers to original Financing Statement bearing File No. 26429.
Filed with ANNE ARUNDEL Date Filed 10-20 19 86

08/02/89

- 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, or the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Assignee: John Hanson Savings Bank
P.O. Box 1446
Beltsville, MD 20705-01446

No. of additional Sheets presented:

John Hanson Savings Bank

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

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

(1) Filing Officer Copy - Alphabetical 150 STANDARD FORM - FORM UCC-3

544 PAGE 259

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278117

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

If transaction or transactions wholly or partially subject to 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 RELIABLE CONTRACTING
Address 1 Church View Rd., Millersville, MD 21108-2299

2. SECURED PARTY

Name FURNIVAL MACHINERY COMPANY
Address 7135 Standard Dr., Hanover, MD 21076
2240 Bethlehem Pike, Hatfield, PA 19440
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

One Komatsu D37P-2
Swamp Dozer Serial
A1659

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50

REC'D BY CROSS R04 T15:11
CK 08/02/89
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 are to be kept separate and apart.

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

John T. Baldwin, V.P.
(Signature of Debtor)

John T. Baldwin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Scott Nordstrom
(Signature of Secured Party)

SCOTT NORDSTROM
Type or Print Above Signature on Above Line

1150

TO BE
XXX NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
XXX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

544 PAGE 260

278148

FINANCING STATEMENT

1. DEBTOR (S):

HOPKINS & WAYSON, INC.
Name or Names - Print or Type
1360 Marlboro Road - Lothian, Anne Arundel - Maryland 20711
Address - Street No., City - County State Zip Code
Name or Names - Print or Type
Address - Street No., City - County State Zip Code

2. SECURED PARTY:

MID-ATLANTIC EQUIPMENT COMPANY
Name or Names - Print or Type
9107 OWENS DRIVE, MANASSAS PARK, VIRGINIA 22111
Address - Street No., City - County State Zip Code

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

(1) Dynapac Model CA15 Smooth Drum Roller with ROPS & 66" Drum, S/N 598149

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral XXX are, ___ are not covered.

7. Products of collateral ___ are, XXX are not covered.

RECORD FEE 11.00

POSTAGE .50

#307990 0055 R04 T15:13

GK 08/02/89

DEBTOR (S):

SECURED PARTY:

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Signature of Debtor

HOPKINS & WAYSON, INC.

Type or Print

MID-ATLANTIC EQUIPMENT COMPANY

Company, if applicable

Signature of Secured Party

TOM LLOYD

CREDIT MANAGER include title Co. i-

Type or Print

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address MID-ATLANTIC EQUIPMENT COMPANY, 9107 OWENS DRIVE, MANASSAS PARK, VA 22111

1/80

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. 254736
RECORDED IN LIBER 480 FOLIO 76 ON November 30, 1984 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste 200B, Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Newworld Bank for Savings
Address 55 Summer Street
Boston, MA 02112

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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>RECORD FEE 10.00 POSTAGE .50 4308000 0355 004 115:14 00/02/89</p>	

CHAFER
AN CO. CIRCUIT COURT

Trans-American Leasing Corporation

(Signature of Debtor)

Type or Print Above Name on Above Line

Newworld Bank for Savings

Chryso Lawless
(Signature of Secured Party)

Chryso Lawless, Vice President

Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

Dated 6-21-85

1989 JUL 17 A 8:30

BCH-AMI

544 262

ID. NO. 000254736 DATE FILED 07/20/84 TIME 10:32 AM FILM 2659 FOLIO 2006
DEBTORS NUMBER OF= 001 NO. OF PAGES= 002 ACK.
1 CANTO, METRO, MEYER AND COMPANY
SECURED PARTIES NUMBER OF 001
1 MARYLAND NATIONAL BANK
***** END OF DATA * PF2 KEY PAGE BACK * PF3 KEY RETURN TO 1ST SCREEN *****

(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 Redmond's Inc.
 (Name or Names)
8226 Old Annapolis Road, Pasadena, Maryland 21122
 (Address)

LESSEE _____
 (Name or Names)

 (Address)

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

3. ASSIGNEE (if any) The CIT Group/Equipment Financing, Inc.
 of LESSOR (Name or Names)
1180 W. Swedesford Rd., Suite 220, Berwyn, PA 19312
 (Address)

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

See Attached Schedule A

RECORD FEE 11.00
 POSTAGE CK .50
 #309060 C055 R04 T15:25
 00/02/89

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

H. ERLE SCHAFER

CIRCUIT COURT

LESSEE Redmond's Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Thomas W. Redmond
 (Title)

By: Brian G. Connolly
 (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
 (Title)

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

(Type or print name of person signing)

ITD

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. CIT 97
dated June 13, 1989

544 264

<u>Quantity</u>	<u>Description</u>
1	WYSE3216 Computer, 10 User, with 1.2 MB Floppy Disk Drive Keyboard, SUPERDOS Operating System
1	WYSE 530 Monitor & Adapter Board
1	155 MB Hard Disk Drive
1	60 MB Tape Backup Drive
2	Modem(s)
5	WYSE 50 Terminals
1	OKIDATA 182+Tag Printer
1	OKIDATA 182+ Invoice Printer
1	OKIDATA 182+ Screen Printer (WITH MS6 BOX)
1	OKIDATA 321 Report Printer
1	A/B Switch
12	Spike Protectors
1	UPS 800 KVA
1	Extended Reporting Software
1	Accounting Software: Accounts Payable, General Ledger, Payroll, (must attend session at Hollander facilities)

Approved and agreed to this 13th day of June, 1989

Lessee: Redmond's Inc.

Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature]

By: [Signature]

544 RE 265

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 July 26, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Catwil Corporation

Address 6653 Embarcadero Drive, Stockton, CA 95209

2. SECURED PARTY

Name Home Federal Savings and Loan Association

Address 625 Broadway, Suite 1205 San Diego, CA 92101

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

3. Maturity date of obligation (if any) February 1, 1990

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

RECORD FEE 29.00

POSTAGE .50

#531590 D055 R01 712435

CHECK THE LINES WHICH APPLY

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

CK

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

See Exhibit B attached hereto and made a part hereof.

08/03/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Catwil Corporation a California Corporation

By: [Signature] (Signature of Debtor)

Name: Glen A. MARZION Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

09-133824H 7/26/89

RETURN TO: COMMERCIAL SETTLEMENTS, INC. 1413 K Street, N.W. 12th Floor Washington, DC 20005

2902

EXHIBIT A

- (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 installed in, attached to, or situated in or upon, or ordered for eventual delivery to the premises described in Exhibit B 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, or used in the operation or maintenance of any such building or improvement, plant or business situated thereon, and any all replacements except that the foregoing shall not apply to personal property owned by any tenant or to any furniture, furnishings, accessories and equipment (including maintenance equipment) not owned but leased by Debtor for use in the management and operation of the improvement constructed on the Premises; and
- (b) All the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and
- (c) All of Debtor's interest in (i) all service contracts relating to the Real Property, (ii) all trade names used in connection with the Real Property without representation or warranty, and solely for use in connection with operation of the Real Property, (iii) all guaranties and warranties from manufacturers, materialmen and contractors for work done on or to the Real Property; and

- (d) All earnings, revenues, rents, issues, profits, and other income of and from the Premises and the collateral; and
- (e) All insurance policies covering the Real Property and all proceeds of any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgment or settlements made in lieu thereof, for damage to the Premises; and
- (f) 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.

Proceeds are covered by this Security Agreement and Financing Statement.

ADDENDUM "B"

Harbour Gates
 Loan # 916 3596
 544 P. 268

BEGINNING at the corner of a concrete wall it being the northwest corner of lands of Annapolis Bestgate Joint Venture and recorded among the Land Records of Anne Arundel, County, Maryland in Liber 3665 at folio 100 said corner also being the northeast corner common to the lands of Charles Kevin and Regina Barnes as recorded among the Land Records of Anne Arundel County, Maryland in Liber 4036 at folio 599; said corner being 19.00 feet south of the existing centerline and binding on the southerly right-of-way line for Bestgate Road in part as now located; thence binding on said right-of-way line as now described by Dewberry & Davis with meridian referenced to Maryland State Grid North

1. North 73 deg 26' 47" East 441.02 feet to an iron pipe found marking the northwesternmost corner of the lands of Samuel and Doris M. Scott as recorded among the Land Records of Anne Arundel County, Maryland in Liber FAM 186 at folio 25; thence binding on the lines common to Scott the following two (2) bearings and distances
2. South 17 deg 17' 27" East 154.74 feet to a iron pipe found, thence;
3. North 74 deg 23' 12" East 118.26 feet to an iron pipe found binding on the westerly right-of-way line for Admiral Drive, 30 feet wide; thence binding on said right-of-way line in part as now located and as shown on the plat entitled "Boundary Survey Annapolis Bestgate Joint Venture Property" dated May, 1986 and prepared by Greenhorne and O'Mara, Inc.
4. South 31 deg 13' 50" East 155.99 feet; thence southeasterly 115.92 feet along the arc of a curve to the right having a radius of 885.00 feet subtended by a chord bearing and distance
5. South 27 deg 28' 41" East 115.84 feet; thence
6. South 23 deg 43' 32" East 77.91 feet; thence southeasterly 84.33 feet along the arc of a curve to the left having a radius of 315.00 feet subtended by a chord bearing and distance
7. South 31 deg 23' 43" East 84.08 feet; thence
8. South 39 deg 03' 55" East 98.87 feet; thence southeasterly 29.69 feet along the arc of a curve to the right having a radius of 285.00 feet subtended by a chord bearing and distance
9. South 36 deg 04' 52" East 29.67 feet; thence

ADDENDUM "A"

544 269

10. South 33 deg 05' 49" East 75.16 feet; thence southeasterly 98.35 feet along the arc of a curve to the left having a radius of 315.00 feet subtended by a chord bearing and distance
11. South 42 deg 02' 29" East 97.95 feet; thence
12. South 50 deg 59' 09" East 63.45 feet; thence southeasterly 65.89 feet along the arc of a curve to the right having a radius of 485.00 feet subtended by a chord bearing and distance of
13. South 47 deg 05' 38" East 65.84 feet; thence
14. South 43 deg 12' 08" East 34.70 feet; thence southeasterly 280.14 feet along the arc of a curve to the left having a radius of 415.00 feet subtended by a chord bearing and distance
15. South 62 deg 32' 27" East 274.85 feet; thence
16. South 81 deg 52' 46" East 107.72 feet; thence southeasterly 152.97 feet along the arc of a curve to the right having a radius of 160.00 feet subtended by a chord bearing and distance
17. South 54 deg 29' 28" East 147.21 feet; thence
18. South 27 deg 06' 10" East 483.68 feet; thence southeasterly 141.16 feet along the arc of a curve to the right having a radius of 220.00 feet subtended by a chord bearing and distance
19. South 08 deg 43' 16" East 138.75 feet; thence
20. South 80 deg 20' 23" East 5.00 to a point marking the beginning of a right-of-way now 50 feet wide; thence southwesterly 44.78 feet along the arc of a curve to the right having a radius of 225.00 feet subtended by a chord bearing and distance
21. South 15 deg 21' 42" West 44.70 feet; thence
22. South 21 deg 03' 47" West 45.17 feet; thence southwesterly 129.03 feet along the arc of a curve to the right having a radius of 356.92 feet subtended by a chord bearing and distance
23. South 31 deg 25' 09" West 128.32 feet; thence southwesterly 82.55 feet along the arc of a curve to the left having a radius of 406.97 feet subtended by a chord bearing and distance

ADDENDUM "A"

24. South 35 deg 57' 53" West 82.40 feet; thence departing said right-of-way line and binding on the line common with Anne Arundel County as recorded among the Land Records of Anne Arundel County, Maryland in Liber 1875 at folio 202 the following six (6) bearings and distances
25. North 79 deg 49' 11" West 176.66 feet; thence
26. South 76 deg 38' 01" West 156.01 feet; thence
27. North 77 deg 20' 22" West 309.00 feet; thence
28. South 72 deg 09' 38" West 132.00 feet; thence
29. North 85 deg 50' 22" West 255.73 feet; thence
30. South 83 deg 32' 08" West 374.51 feet to the lines common to Anne Arundel County and Anne Arundel General Hospital as recorded among the Land Records of said County and State in Liber 1911 at folio 415 and in Liber 3783 at folio 499; respectively, thence binding on the line common with the Anne Arundel General Hospital property the following five (5) bearings and distances
31. North 22 deg 47' 14" East 231.00 feet; to an iron pipe found thence
32. North 64 deg 27' 06" West 198.12 feet to an iron pipe found; thence
33. North 75 deg 13' 54" West 264.08 feet to an iron pipe found; thence
34. North 63 deg 47' 58" West 189.67 feet; thence
35. North 22 deg 58' 42" West 100.74 feet to the corner common to the land of Frank W. and Doris M. Scott recorded among the Land Records of Anne Arundel County, Maryland in Liber 2018 at folio 368; thence binding on the lines common to Scott
36. North 21 deg 15' 42" West 537.50 feet to an iron pipe found; thence
37. South 67 deg 25' 16" West 235.98 feet to an iron pipe found binding on the easternmost line of a 40 feet wide use in common right-of-way; thence binding on same.
38. North 22 deg 34' 28" West 596.35 feet to a point intersecting the southerly right-of-way line for the aforesaid Bestgate Road; thence binding on said right-of-way line in part

39. North 72 deg 31' 43" East 88.56 feet; thence
40. North 73 deg 54' 13" East 159.00 feet to an iron pipe found; thence
41. North 73 deg 31' 26" East 157.65 feet; thence
42. North 72 deg 37' 19" East 192.48 feet to an iron pipe found; thence
43. South 29 deg 35' 36" East 474.01 feet to an iron pipe found; thence
44. North 59 deg 57' 05" East 146.26 feet to a point in the westerly right-of-way line of Barbara Dale Road; thence with the same
45. South 29 deg 36' 17" East 171.50 feet to an iron pipe found; thence crossing Barbara Dale Road and binding on the line common to Sherrie Lynn Janisko and William Karl Ford as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3526 at folio 706
46. North 60 deg 23' 01" East 104.07 feet; thence continuing with the lands of Janisko and Ford and the land of William M. Mumpower, Jr. and Kandy Rae Ford as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3971 at folio 069 and Liber 3454 at folio 256 respectively
47. North 21 deg 07' 50" West 259.75 feet to an iron pipe found; thence binding on the line common with David J. and Nancy J. Moran, Josiah H. Tice, Jr., and Charles Kevin Barnes all recorded among the Land Records of said County and State in Liber 3662 at folio 897, in Liber 2943 at folio 714 and in Liber 4036 at folio 599 respectively
48. North 20 deg 51' 28" West 313.51 feet to the point and place of beginning.

CONTAINING 63.6258 acres of land, more or less.

STATE OF MARYLAND

544 272

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258812

RECORDED IN LIBER 490 FOLIO 441 ON Oct 8, 1985 (DATE)

1. DEBTOR

Name Phelps Brothers Equipment Rental, Inc.
Address Box 66, Lokus Road Odenton, MD 21113

RECORD FEE 10.00
POSTAGE .50
RECORDING COST \$12.00
TOTAL \$22.50
CK
H. J. SCHAFER
AN OL. CIRCUIT COURT

2. SECURED PARTY

Name Deutsche Credit Corporation
Address #1 Penn Center West #202 Pittsburgh, PA 15276

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>

10⁰⁰ 33

Dated 1-16-89

Deutsche Credit Corporation
Debbie Cook
(Signature of Secured Party)
Deutsche Credit Corporation
Type or Print Above Name on Above Line

TO BE RECORDED AMONG THE FINANCING RECORDS

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

FINANCING STATEMENT

NORTH COUNTY ASSOCIATES, INC.

528 Tayman Drive, Annapolis, Maryland 21403

1. Debtor(s)

RECORD FEE 11.00

POSTAGE .50

#631620 0040 R01 712149

08/03/89

2. Secured Party

KEY FEDERAL SAVINGS BANK

GK

H. ERLE SCHAFER

7F GWYNNS HILL COURT, OWINGS HILLS, MARYLAND, 21117

MD CO. CIRCUIT COURT

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

NORTH COUNTY ASSOCIATES, INC.

BY

Edward M. Bavis
EDWARD M. BAVIS, President

After this statement has been recorded please return to:

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

11.00

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

County, Maryland, which said parcels are more fully described in ~~XXXXXX~~ attached hereto as a part hereof, as:

BEGINNING FOR THE SAME at a stone on the south side of the County Road, leading from the Boulevard to Earleigh Heights Station, and running from thence South 20 degrees 4 minutes East 491.83 feet to the northeast corner of a one acre lot now owned by M. Hatch; thence north 73 degrees 44 minutes East 450.75 feet to a stake; thence north 38 degrees West 573 feet to the center of the above mentioned County Road thence with the center of the above mentioned County Road, South 72 degrees 52 minutes west 163.25 feet; thence south 68 degrees 41 minutes West 112.5 feet; thence south 20 degrees 4 minutes East 10 feet to the place of beginning. Containing four and one-half (4½) acres of land, more or less. Being known as 1313 Old Earleigh Heights Road.

BEING the same lot of ground described in a Deed dated March 27, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4820, folio 571 which was granted and conveyed by William F. Ware, Sr. and Mary Ware Lewis unto the said North County Associates, Inc.

FINANCING STATEMENT

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

- 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): _____
 William M. Armstrong 8009 E. Old Jessup Road
 Nancy S. Armstrong Jessup, MD 20794

6. Secured Party: _____ Address: _____
 EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street
 Attention: Commercial Note Department Baltimore, Maryland 21201
 Debra Grimm

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) 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 following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. 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:
 X _____ (Seal) _____ (Seal)
 William M. Armstrong
 X _____ (Seal) _____ (Seal)
 Nancy S. Armstrong
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

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

CK

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and William M. Armstrong and Nancy S. Armstrong

Section 7, Collateral Description continued

All rights, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 8009 E. Old Jessup Road, Anne Arundel County, Maryland

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

RECORDED OR INTENDING TO BE RECORDED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

544 277 278155

Not to be recorded in Land Records

Subject to recordation tax:
Principal Amount is \$1,500,000

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

FINANCING STATEMENT

1. Debtor: Address: CK
Ronald G. Manns 7232 Ritchie Highway
Dorothy J. Manns Glen Burnie, Maryland 21061
William L. Corbin, Corbin, Warfield, Schaffer &
Trustee Meredith
Earl G. Schaffer, 4 Evergreen Road
Trustee Severna Park, Maryland 21146
for The Manns Family
Trust
2. Secured Parties: Address of all Secured Parties:
The Bank of Baltimore
Larry S. Lindenmeyer, c/o The Bank of Baltimore
Trustee 120 East Baltimore Street
Baltimore, Maryland 21202
Attn: Commercial Real
Alan H. Herbst, Estate Department
Trustee
3. This Financing Statement covers
(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Steven D. Shattuck, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

17⁰⁰
30

1750



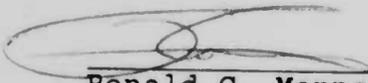
in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

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

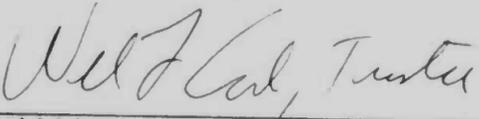
4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry S. Lindenmeyer and Alan H. Herbst, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore.
5. Proceeds of collateral are also covered.

6. The land consists of approximately 2.58 acres located at 7232 Ritchie Highway, Anne Arundel County, Maryland, and is more particularly described in the deed of trust referred to above.

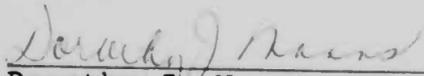
Debtor:



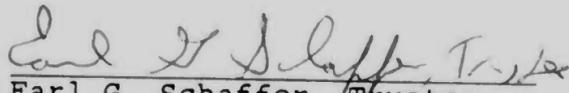
Ronald G. Manns



William L. Corbin, Trustee
for The Manns Family Trust



Dorothy J. Manns



Earl G. Schaffer, Trustee
for The Manns Family Trust

544 280

278156

Not to be recorded in
Land Records

Not subject to recordation
tax:

This financing statement evidences a security interest granted under an indemnity second deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

GK

1. Indemnitor: Address:

Ronald G. Manns 7232 Ritchie Highway
Dorothy J. Manns Glen Burnie, Maryland 21061

William L. Corbin, Corbin, Warfield, Schaffer &
Trustee Meredith
Earl G. Schaffer, 4 Evergreen Road
Trustee Severna Park, Maryland 21146
for The Manns Family
Trust
2. Secured Parties: Address of all Secured
Parties:

The Bank of Baltimore

Larry S. Lindenmeyer, c/o The Bank of Baltimore
Trustee 120 East Baltimore Street
Baltimore, Maryland 21202
Attn: Commercial Real
Estate Department

Alan H. Herbst,
Trustee
3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings,
building materials and other articles of personal
property of every kind and nature whatsoever, now or
hereafter ordered for eventual delivery to the land
hereinafter described (whether or not delivered
thereto) and all such as are now or hereafter located

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Steven D. Shattuck, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

17⁰⁰
50

17⁵⁰

in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Indemnitor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

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

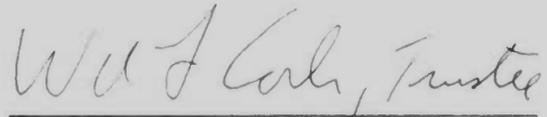
4. The aforesaid items are included as security in a deed of trust given by Indemnitor to Larry S. Lindenmeyer and Alan H. Herbst, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Ritchie Nissan, Inc. and Dealers Outlet, Inc. to The Bank of Baltimore.
5. Proceeds of collateral are also covered.

6. The land consists of 2.58 acres located at 7232 Ritchie Highway, Anne Arundel County, Maryland, and is more particularly described in the deed of trust referred to above.

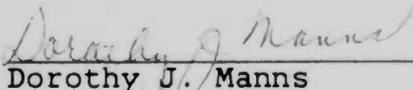
Indemnitor:



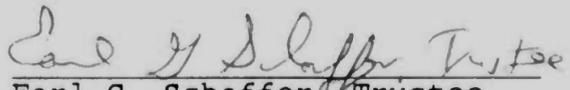
Ronald G. Manns



William L. Corbin, Trustee
for The Manns Family Trust



Dorothy J. Manns



Earl G. Schaffer, Trustee
for The Manns Family Trust

This Financing Statement evidences a security interest that secures a Guaranty of Payment dated April 30, 1987 as modified by Modification of Guaranty dated July 27, 1989. The Indemnitor is not primarily liable under the Guaranty.

278157

544 REC 283

FINANCING STATEMENT (UCC-1)

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

Indemnitor
 1. Name of Debtor (or Assignor): RITCHIE NISSAN, INC.
 Address: 7232-34 Ritchie Highway
 Glen Burnie, Maryland 21061

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE
 Address: Attention: Commercial Loan Department
 P.O. Box 898
 Baltimore, MD 21203

CK

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

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

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

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

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

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

Indemnitor:

Rebate(s):

RITCHIE NISSAN - INC.
 By: [Signature]
 Ronald G. Manns, President

Secured Party:

THE BANK OF BALTIMORE

By: _____

Type Name and Title

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

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

11/30

1150



This Financing Statement evidences a security interest that secures a Guaranty of Payment dated April 30, 1987 as modified by Modification of Guaranty dated July 27, 1989. The Indemnitor is not primarily liable under the Guaranty.

544 284 278158

FINANCING STATEMENT (UCC-1)

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

Indemnitor
 1. Name of Debtor (or Assignor): DEALERS OUTLET, INC.
 Address: 7232-34 Ritchie Highway
 Glen Burnie, Maryland 21061

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

GK

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

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

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

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

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

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

Indemnitor:

~~Debtor(s):~~

DEALERS OUTLET, INC.
 By: Ronald G. Manns
 Ronald G. Manns, President

Secured Party:

THE BANK OF BALTIMORE

By:

Type Name and Title

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

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

1108

1150

RETURN TO:
SAFECO TITLE INSURANCE CORPORATION
110 ST. PAUL ST.
BALTIMORE, MD. 21202

BOOK 420 PAGE 206

#112221

522339

FINANCING STATEMENT

RETURN TO:
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

- 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)

SSSS Realty Company 1) 7425 Harford Road
Baltimore, Maryland 21234
2) 1990-1992 West Street
Annapolis, Maryland 21401

6. Secured Party Address

Equitable Bank, National Association 100 S. Charles Street
Attention: Colleen Jurak Baltimore, Maryland 21201
(Type name & title)

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 SSSS Realty Company

By: Martin Schwartz (Seal)
Martin Schwartz, General Partner

By: David Schwartz (Seal)
David Schwartz, General Partner

By: Marie Schwartz (Seal)
Marie Schwartz, General Partner

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

By: Martin Schwartz her attorney in fact
Mr. Clerk: Please return to the Equitable Bank, National Association to the office and at the address set forth in paragraph 6 above.

By David Schwartz her attorney in fact

By David Schwartz her attorney in fact

13.00
.50

CK 08/07/89

H. ERLE SCHAFER

CIRCUIT COURT

11.00

F. STAT 0 #
NOV 11 1989

12.00



544 PAGE 286

BOOK 420 PAGE 207

SCHEDULE A

This Schedule A is attached to and made a part of a financing statement by and between Equitable Bank, National Association and SSSS Realty Company.

SECTION G CONTINUED:

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 7425 Harford Road, Baltimore, Maryland and 1990-1992 West Street, Annapolis, Maryland.

Taxes Paid To Baltimore City Land Records

REC'D FOR RECORD APR 8 1988 9⁰¹ AM
& RECORDED IN THE FINANCING RECORDS OF
BALTIMORE CITY, LIBER S.E.B. 420
PAGE 206 SAUNDRA E. BANKS, CLERK
INSTRUMENT MAILED TO SECURED PARTY

11-

County - \$11.50
RECORDATION - \$175.00

278160 544 PAGE 287

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
 Subject to Recordation Tax on principal amount of \$ 25,000.00

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>
Program Development Systems, Inc.	2127 Espey Court, Suite 110 Crofton, Maryland 21114

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

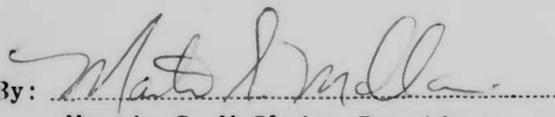
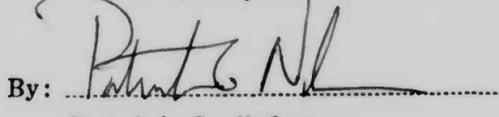
RECORD FEE 11.00
RECORD TAX 175.00
CK POSTAGE .50
#425610 0777 R03 T10:35
08/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral): ALL OF BORROWER'S FURNITURE, FIXTURES, MACHINERY, AND EQUIPMENT AND ALL REPLACEMENTS THEREOF AND ADDITIONS OR ATTACHMENTS THERETO, AND ALL BORROWER'S ACCOUNTS RECEIVABLE, CONTRACT RIGHTS AND INVENTORY, NOW OWNED OR HEREAFTER ACQUIRED, AND THE PROCEEDS AND PRODUCTS THEREOF.

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. Proceeds) of the collateral are also specifically covered.
 Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Program Development Systems, Inc.	THE CITIZENS NATIONAL BANK Laurel, Maryland 20707
By:  Martin G. McClain, President	By:  Patrick G. Nolan Assistant Vice President

By: Type or print all names and titles under signatures.

175
sw

BOOK 544 PAGE 288

STATE OF MARYLAND

278161

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 July 24, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cletis Kevin Belch & Dawn Ellen Byus

Address 2728 Riverview Drive Riva, MD. 21140

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.

Address P.O. Box 190
Glen Burnie, MD. 21061

RECORD FEE 12.00
#123750 6777 ROB T10:41
08/07/89

CK 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) July 24, 2001

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

1983 windsor Serial #6509 Used Mobile Home

14 x 70 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)

Cletis Kevin Belch
(Signature of Debtor)

Cletis Kevin Belch
Type or Print Above Name on Above Line

Dawn E Byus
(Signature of Debtor)

Dawn Ellen Byus
Type or Print Above Signature on Above Line

Ann Miller
(Signature of Secured Party)

First Manufactured Housing Credit Corp.
Type or Print Above Signature on Above Line

125

278162

544 289

**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>J E Zimmerman Design 812 Chestnut Tree Drive Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
--	---

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

- 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
#425760 6777 R03 T10:41
08/07/89
CK 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:

J E Zimmerman Design

JOAN ZIMMERMAN - Owner
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: Joan Zimmerman (SEAL)

By: [Signature]

By: _____ (SEAL)

10 April 19 89
(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

1500

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.

544 291

STATE OF MARYLAND

278163

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. \$ 66,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$462.00.

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

1. DEBTOR

Name Thomas L. Hall Trucking Co.

Address 35 Hill Road Severna Park, MD 21146

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 462.00
POSTAGE .50
CK #423170 C177 R03 110:42
08/07/89
H. ERIC SCHAFER
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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas L. Hall Trucking Co.

Thomas L. Hall
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White
PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

544 PAGE 292

THIS MORTGAGE made the 27th day of July, 1985 by and between

Thomas L. Hall Trucking Co., having its principal place of business at
35 Hill Road Severna Park, MD 21146

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

WITNESSETH

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

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

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

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

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

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

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

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

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

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

Thomas L. Hall Trucking Co. (Seal)
Mortgagor

Delores F. Hall
Secretary

By *Thomas L. Hall*
(Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } ss

Thomas L. Hall being duly sworn, deposes and says

1. He is the President of Thomas L. Hall Trucking Co. (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 _____

Thomas L. Hall

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 _____

Thomas L. Hall Trucking Co.

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

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

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

(Notarial Seal)

NOTARY PUBLIC
CA:1-8(7-77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 27, 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Used Mack Dump Truck w/14" Benson Steel Dump Body	1987	RD686SX	1M2P140CXHA016673
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: _____

Purchaser, Mortgagor or Lessee:

Thomas L. Hall Trucking Co.

By: Thomas L. Hall

544 REC 295

278161

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
Metro Express, Inc.

 (Name)
 P.O. Box 28713

 (Address)
 Baltimore, Maryland 21240

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)

A/R ONLY

RECORD FEE 11.00
 POSTAGE .50
 #428790 0777 ROS 110:43
 CK 08/01/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the 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)
Metro Express, Inc. (Seal)
 _____ (Seal)

 (Signature)
Donald Crover Pres.

 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)

 (Signature)

 (Print or Type Name)

11.50

Terms and Conditions of Security Agreement

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

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

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

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

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

278166

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>Bay Kitchens Ltd. 688 Ritchie Hwy. Severna Park, Maryland 21146</p>	<p>2. SECURED PARTY</p> <p>THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
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3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

RECORD FEE 11.00
JAN 28 1989 07:49
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:
Bay Kitchens Ltd.	THE PARADIES DISTRIBUTING CO.
By: <u>DeI Trebaud</u> (SEAL)	By: <u>Jody Mulby</u>
DeI Trebaud, Pres.	
By: _____ (SEAL)	_____ 19 _____
	(Date Signed by Debtor)

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

11

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

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

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

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

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

278167

544 REC-300

**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><i>BIGHAM CONSTRUCTION Co., Inc.</i> <i>729 CYPRESS ROAD</i> <i>SEVENA PARK MD 21146</i></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
#425870 0777 R03 110:50
08/07/89

CK 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:

BIGHAM CONSTRUCTION Co., Inc.
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: *Reed C. Bigham, Pres.* (SEAL)
Reed C. Bigham, Pres

By: *John M. Mulkey*

By: _____ (SEAL)

5-16 19 89
(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



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

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

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

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

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

STATE OF MARYLAND

544 303

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265304
RECORDED IN LIBER 506 FOLIO 324 ON 12/24/86 (DATE)

1. DEBTOR

Name Tripec Associates Limited Partnership
Address 908 York Road, Towson, Maryland 21204

2. SECURED PARTY

Name Equitable Bank, National Association
Address 100 S. Charles Street, Baltimore, Maryland 21201

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

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>Termination</p>

RECORD FEE 10.00
POSTAGE .50
#425910 0177 R03 710451
US07/87
H. SCHAFER
AA CO. CIRCUIT COURT

Dated 7/26/89

William W. White
(Signature of Secured Party)
William W. White, Vice President
Type or Print Above Name on Above Line

1050

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241798

RECORDED IN LIBER 498 FOLIO 67 ON 5/13/86 (DATE)

1. DEBTOR

Name Tripec Associates Limited Partnership
Address 908 York Road, Towson, Maryland 21204

2. SECURED PARTY

Name Equitable Bank, National Association
Address 100 S. Charles Street, Baltimore, Maryland 21201

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

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.) <u>Termination</u></p>

RECEIVED
1989
JUN 13 10:52
08/27/89
GK
SCHAFER
CIRCUIT COURT

Dated 7/26/89

William W. White
(Signature of Secured Party)
William W. White, Vice President
Type or Print Above Name on Above Line

10's

PARTIES

Debtor name (last name first if individual) and mailing address:

~~XXXXX~~ MAYO, THOMAS JOSEPH
170 POLLING HOUSE ROAD
HARWOOD, MD. 20776

1

Debtor name (last name first if individual) and mailing address:

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:

ALL VALLEY ACCEPTANCE COMPANY
P. O. BOX 668
UNIONTOWN, PA. 15401

2

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s): JULY 19, 1989

Thomas Arundel BRANCH MANAGER

4

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT — Please read instructions on reverse side of page 4 before completing.

844755

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

544 FEE 305

RECORD FEE
POSTAGE
FILING OFFICE
PITTSBURGH, PA. 15217
JUL 22 1989

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County
- Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. BOOK 518 PG. 448 filed with the:

- Secretary of the Commonwealth on (date) _____
- Prothonotary of _____ County on (date) _____
- ~~XXXXXXXXXX~~ of ANNE ARUNDEL County on (date) OCT. 1987

CLERK OF CIRCUIT COURTS 9

DESCRIPTION OF FINANCING STATEMENT CHANGE

- Continuation - The original Financing Statement identified above is still effective.
- Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

10

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

11

RETURN RECEIPT TO:

ALL VALLEY ACCEPTANCE COMPANY
POST OFFICE BOX 668
UNIONTOWN, PA. 15401-0668

12

1215

Crestar Financing Statement



Print Or Type All Information

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

For collateral located in Maryland:

Number Of Sheets Attached -0-

Not Subject to Recordation Tax

Subject of Recordation Tax

Principal Amount \$ _____

To: _____

Clerk of the Circuit Court.
for Anne Arundel County
P.O. Box 71
Annapolis, MD 21404

Form For Original Financing Statement And Subsequent Statements

A File Number will be stamped 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.

**Aireco, Inc. d/b/a/
Aireco Supply, Inc.
3000 S. Eads St.
Arlington, Va. 22202**

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

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

RECORD FEE 1.00
RECORD FEE 11.00
ANNAPOLIS CITY MD 21404
09/27/87

Name & Address of Secured Party

**Crestar Bank
P.O. Box 179
Alexandria, Va. 22313
Attn: Robert P. Skrinski**

Name & Address of Assignee

GK H. DINE SCHAFER
AN CO. CIRCUIT COURT

Description of collateral covered by original financing statement

All of debtor's now owned or hereafter acquired or arising, inventory, accounts, general intangibles, documents, chattle paper and all proceeds without limitation which have given rise or which may give rise to the foregoing collateral however evidenced, wherever located.

Products and Proceeds of the collateral are also covered.

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

Describe Real Estate if applicable:

Debtor hereby grants Secured Party a security interest in the above described collateral.

**Aireco, Inc. d/b/a/
Aireco Supply, Inc.**

by: [Signature]
Signature of Debtor if applicable (Date)

Title: J.P.F.

Crestar Bank

by: [Signature]
Signature of Secured Party if applicable (Date)

Exec. Vice Pres.
Title

12-

278170

FORM 544 PAGE 307

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. ---

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Carveth N. & Patsy J. Worth
Address RR 7, Box 733, Mechanicsville, MD 20659 St. Mary County

2. SECURED PARTY

Name CEDAR POINT FEDERAL CREDIT UNION
Address BLDG 1639
PATUXENT RIVER MARYLAND 20670

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

3. Maturity date of obligation (if any) 48 mo.

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

1989 Sunline C-1150 Sportster Truck Camper
Serial # 1LC7S1H9XKD111950

RECORDING FEE 12.00
POSTAGE GK 2.00
RECORDED COPY FOR FILE 11
02/21/87
A. ERIC SCHAFER
AN 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)

Carveth N. Worth
(Signature of Debtor)

Carveth N. Worth
Type or Print Above Name on Above Line

Patsy J. Worth
(Signature of Debtor)

Patsy J. Worth
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

278171

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
MDJ Company	THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 227	Attn: Nick Lambrow
Gambrills, Md. 21054-0227	18 West Street
Annapolis, Md. 21401	Annapolis, Md. 21401

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

Simon -Self-Propelled Aerial Lift Model LK-60

RECORD FEE 11.00
 RECORD TAX 175.00
 POSTAGE 20
 CK 11/14/14
 30 11/14/14
 R. WILE DOWNS
 MD. CH. COURT CLERK

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>
<i>Donald E. Willson</i> (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)
Donald E. Willson	_____
(Print or Type Name)	(Print or Type Name)

17
175.50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 192675

RECORDED IN LIBER 333 FOLIO 337 ON 2-26-75 (DATE)

1. DEBTOR

Name Annapolis Bendix Sales & Service, Incorporated D/B/A F & B Appliance

Address 1991 West Street, Annapolis, MD 21401 & 8309 Sherwick Ct., Jessup, MD

2. SECURED PARTY

Name General Electric Credit Corporation

Address P.O. Box 19187

Jacksonville, FL 32245-9187

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

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

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

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

Amendment

Amend filing to change Secured Party's name to:
General Electric Capital Corporation
Amend filing to change debtor's address to read:
1991 West Street, Annapolis, MD 21401 and
7466 New Ridge Road, Hanover, MD 21076 (Rear 9 & 10)

Annapolis Bendix Sales & Service, Incorporated
D/B/A F & B Appliance

Lonnie M. Bolly, President

Dated 7-24-89

General Electric Credit Corporation

Linda Virtuoso
(Signature of Secured Party)

Linda Virtuoso, Inventory Analyst

CK03 0211

Type or Print Above Name on Above Line

10-89

PARTIES

Debtor name (last name first if individual) and mailing address:

ELEY JAMES T.
7733 TELEGRAPH RD, CRESTWOOD MHP
SEVERN MD 21144

1

Debtor name (last name first if individual) and mailing address:

ELEY LAURA M.
7733 TELEGRAPH RD, CRESTWOOD MHP
SEVERN MD 21144

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP, MD 20794

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania:
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction:
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

EASTERN HOMES, INC.

Sara Kapelke agent

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

544 310

Date, Time, Filing Office (stamped by filing officer):

278172

GK

5

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County
- real estate records of _____ County

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

1989 PALM HARBOR 14 X 70
SERIAL # 5749 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

ELEY JAMES T. *[Signature]*

ELEY LAURA M. *[Signature]*

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

PARTIES

Debtor name (last name first if individual) and mailing address:
BRANTLY NORMAN J.
199 MOUNTAIN RD
PASADENA MD 21122

1

Debtor name (last name first if individual) and mailing address:
BRANTLY VIRGINIA W.
199 MOUNTAIN RD
PASADENA MD 21122

1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP, MD 20794

2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

EASTERN HOMES, INC.
Guenther Mally sec.

4

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **Date, Time, Filing Office** (stamped by filing officer):

BOOK 544 PAGE 311

278173

GK

5

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

6

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters):

8

COLLATERAL

Identify collateral by item and/or type:

1989 OCILLA VEGA 24 X 66
SERIAL # 1131GA A&B AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered.

9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 BRANTLY NORMAN J. *Brantly Norman J.*

1a BRANTLY VIRGINIA W. *Brantly Virginia W.*

11

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

544 312

MARYLAND FINANCING STATEMENT AMENDMENT

This Statement Refers To Original Financing Statement

Roll No. 532 Page No. 583

Identification No. 274765 Dated 10/3/88

1. Debtor(s) Hardin-Huber, Inc. Name or Names - Print or Type
1230 Cronson Blvd. Crofton, Md. 21114 Address - Street No., City-County State Zip Code

2. Secured Party The First National Bank of Maryland Name or Names - Print or Type
18 West Street Annapolis, Md. 21401 Address - Street No., City-County State Zip Code

3 Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and text for each option.

Change Address For Secured Party To: The First National Bank of Maryland, 25 S. Charles Street, Commercial Finance Department Banc 101-503, Baltimore, Maryland 21201

Add Additional location for Debtor: 2126 Espey Court Suite C, Crofton, Md. 21114

DEBTOR

Hardin-Huber, Inc. [Signature] (Signature)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND [Signature] (Signature of Loan Officer) Debra M. German (Print Name and Title) 25 South Charles Street (Address)

544 313

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

Roll No. 520

Page No. 292

Identification No. 270754

Dated 11/27/87

1. Debtor(s) { Hardin-Huber Inc.
Name or Names—Print or Type
1230 Cronson Blvd. Crofton, Md. 21114
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
18 West Street Annapolis Md. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Change Address for Secured Party to: The First National Bank of Maryland
25 South Charles Street
Commercial Finance Department Banc 101-503
Baltimore, Maryland 21201

Add Additional location for Debtor: 2126 Espey Court Suite C
Crofton, Md. 21114

DEBTOR
Hardin- Huber, Inc.
Michael P. Probst
(Signature)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Debra M. German
(Signature of Loan Officer)
Debra M. German
(Print Name and Title)
25 South Charles Street
(Address)

544 314

MARYLAND FINANCING STATEMENT AMENDMENT

This Statement Refers To Original Financing Statement

Roll No. 501

Page No. 465

Identification No. 263221

Dated 8/7/86

1. Debtor(s) [Hardin-Huber, Inc.
 Name or Names - Print or Type
 1230 Cronson Boulevard Crofton, MD. 21114
 Address - Street No., City-County State Zip Code

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

3 Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

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

Change Address For Secured Party to:

The First National Bank of Maryland
Commercial Finance Division
25 South Charles Street Banc 101-503
Baltimore, Md. 21201

Add Additional Address for debtor: 2126 Espey Court Suite C
Crofton, Md. 21114

DEBTOR

Hardin-Huber, Inc.

 (Signature) *Resident*

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

 (Signature of Loan Officer)
 Debra M. German

 (Print Name and Title)

 25 South Charles Street

 (Address)

MARYLAND FINANCING STATEMENT AMENDMENT

This Statement Refers To Original Financing Statement

Roll No. 501

Page No. 465

Identification No. 263221

Dated 8/7/86

1. Debtor(s) [Hardin-Huber, Inc.
 Name or Names - Print or Type
 1230 Cronson Boulevard Crofton, MD. 21114
 Address - Street No., City-County State Zip Code

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

3 Maturity Date (if any)

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

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

Change Address for Secured Party to:

The First National Bank of Maryland
Commercial Finance Division
25 South Charles Street Banc 101-503
Baltimore, Md. 21201

Add Additional Address for debtor: 2126 Espey Court Suite C
Crofton, Md. 21114

DEBTOR

Hardin-Huber, Inc.

 (Signature)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

 (Signature of Loan Officer)
 Debra M. German

 (Print Name and Title)

 25 South Charles Street

 (Address)

544 316

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

Roll No. 501 Page No. 466
Identification No. 263222 Dated 8/7/86

1. Debtor(s) { Hardin-Huber, Inc.
Name or Names—Print or Type
1230 Cronson Blvd. Crofton, Md. 21114
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
18 West Street Annapolis Md. 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Change Address for Secured Party to: The First National Bank of Maryland
25 South Charles Street
Commercial Finance Department Banc 101-503
Baltimore, Maryland 21201

Add Additional location for Debtor: 2126 Espey Court Suite C
Crofton, Md. 21114

DEBTOR

Hardin-Huber, Inc.
Michael P. ...
(Signature)

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
Debra M. German
(Signature of Loan Officer)
Debra M. German
(Print Name and Title)
25 S. Charles Street
(Address)

278174

544 317

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>Powercon Corporation</u>	<u>Attn: E. A. Docken - 101-503</u>
(Name)	(Name of Loan Officer)
<u>701 Pittman Road</u>	<u>25 South Charles Street</u>
(Address)	(Address)
<u>Baltimore, Maryland 21226</u>	<u>Baltimore, Maryland 21201</u>

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

INVENTORY ONLY

(1) all of the Debtor'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 Debtor, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Debtor's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreement, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORDED
POSTAGE
PAID BY ADDRESSEE
NO POSTAGE
NECESSARY
IF MAILED
IN THE UNITED STATES

CK

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

Record Owner, if different from the Debtor: _____

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Powercon Corporation</u> (Seal)	<u>The First National Bank of Maryland</u> (Seal)
<u><i>R.L. Keith</i></u> (Seal)	<u><i>E. A. Docken</i></u> (Seal)
(Signature)	(Signature)
<u>R.L. Keith</u>	<u>E. A. Docken, Assistant Vice President</u>
(Print or Type Name)	(Print or Type Name)

11/8



278175

MARYLAND FINANCING STATEMENT

FORM 544 PAGE 318

(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 Halle Enterprises, Inc.
(Name or Names)
2900 Linden Lane, Suite 300, Silver Spring, Maryland 20910
(Address)

LESSEE _____
(Name or Names) FBI 101
(Address)

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

3. ASSIGNEE (if any) EB Industrial Leasing Corporation
of LESSOR (Name or Names)
898 Airport Park Rd., Suite 100, Glen Burnie, MD 21061
(Address)

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

See Attached Schedule A.

Equipment Located At: Seven Oaks
Lot#1
L-Model
2164 Colonel Way
Odenton, Md.21113

RECORDED
FEB 14 1980
CKI

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

LESSEE
Halle Enterprises, Inc.
By: MARSHA D. HALLE (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 (Title)
Brian G. Connelly
(Type or print name of person signing)
Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

2950

Schedule A

HALLE SEVEN OAKS
MODEL HOME INVENTORY

544 319

QTY	DESCRIPTION	L/P	ROOM	HOUSE
1	BLACK KHILIM RUG W/RUG HOLD	L	FOYER	L HOUSE
1	CORINTHIAN COLUMN W/STATUE-LADY'S BUST	L	FOYER	L HOUSE
1	PLAIN COLUMN W/SILK FLOWER ARRANGEMENT	L	FOYER	L HOUSE
1	BOTANICAL PRINT W/WOOD BOW	L	FOYER	L HOUSE
3	BOTANICAL PRINTS W/TIE HANGERS	L	STAIRWALL	L HOUSE
1	ARCHITECTURAL PRINT	L	HALL	L HOUSE
1	BREAD DOUGH BASKET	L	KITCHEN	L HOUSE
1	BASKET OF FLOWERS	L	KITCHEN	L HOUSE
1	COUNTRY SCENE PRINT	L	KITCHEN	L HOUSE
1	PLAID THROW RUG	L	KITCHEN	L HOUSE
2	DOVES	L	POWDER	L HOUSE
1	BRASS BOX W/2 F.T. TOWELS	L	POWDER	L HOUSE
1	LARGE GINGER JAR	L	POWDER	L HOUSE
1	SMALL GINGER JAR	L	POWDER	L HOUSE
1	SOAP DISH WITH SOAP	L	POWDER	L HOUSE
1	FRUIT PRINT	L	POWDER	L HOUSE
1	SILK FLOWER ARRANGEMENT	L	POWDER	L HOUSE
3	HAND TOWELS W/2 LACE DOILIES	L	POWDER	L HOUSE
1	BOTANICAL PRINT ON CHERRY EASEL	L	L/R	L HOUSE
1	PICKLED DESK TABLE WITH MARBLE TOP W/SIDE CHAIR	L	L/R	L HOUSE
1	BLACK TABLE LAMP	L	L/R	L HOUSE
1	MAHOGANY AND BRASS BOX	L	L/R	L HOUSE
1	PICKLED MIRROR	L	L/R	L HOUSE
2	TAUPE SOFAS WITH FRINGE	L	L/R	L HOUSE
4	CUSTOM "BOR" PILLOWS	L	L/R	L HOUSE
4	CUSTOM "ITALIAN ROSE" PILLOWS	L	L/R	L HOUSE
1	TOCHERE' LAMP	L	L/R	L HOUSE
2	TOPIARY PLANTS IN BRASS POTS ON FIREPLACE	L	L/R	L HOUSE
2	BLACK CANDLEHOLDERS WITH GOLD CANDLES WITH BLACK SHADES	L	L/R	L HOUSE
1	PRINT OF 2 DOGS IN LANDSCAPE	L	L/R	L HOUSE
1	VERDI GRIS TABLE W/GLASS TOP	L	L/R	L HOUSE
1	BRASS BALL ON BRASS STAND	L	L/R	L HOUSE
1	LANDSCAPE PAINTING BOOK	L	L/R	L HOUSE
1	HERON ASHTRAY	L	L/R	L HOUSE

Schedule A

2	SLIPPER CHAIRS IN CUSTOM "BOR" PRINT	L	L/R	L HOUSE
1	SHELL FLOOR LAMP	L	L/R	L HOUSE
2	ARCHITECTURAL BLACK PRINTS ON BUILT-IN SHELVING UNIT	L	L/R	L HOUSE
20	READERS DIGEST BOOKS	L	L/R	L HOUSE
20	MISCELLANEOUS BOOKS	L	L/R	L HOUSE
1	WOOD ELEPHANT	L	L/R	L HOUSE
1	BLACK/WHITE SPECKLED PLATE ON STAND	L	L/R	L HOUSE
1	BLACK COPPER GLAZED VASE	L	L/R	L HOUSE
1	GREEN VASE	L	L/R	L HOUSE
1	GLOBE ON STAND	L	L/R	L HOUSE
1	BLACK PLATE W/FLOWERS ON STAND	L	L/R	L HOUSE
1	PEACH VASE	L	L/R	L HOUSE
1	PICKLED ELEPHANT	L	L/R	L HOUSE
1	BRASS CHARGER PLATE WITH CORDIAL DECANTER AND 4 GLASSES	L	L/R	L HOUSE
1	BONSAI PLANT	L	L/R	L HOUSE
1	FISH STATUE	L	L/R	L HOUSE
1	VERDI GRIS VASE	L	L/R	L HOUSE
1	PINK VASE	L	L/R	L HOUSE
1	BRASS TRAY	L	L/R	L HOUSE
2	BLACK RAMS	L	L/R	L HOUSE
1	GREEK PICTURE FRAME	L	L/R	L HOUSE
1	WHITE PICTURE FRAME	L	L/R	L HOUSE
1	BLACK EGG ON VERDI GRIS STAND	L	L/R	L HOUSE
1	SPECKLED BLACK/WHITE PLATE ON STAND	L	L/R	L HOUSE
1	BLACK GINGER JAR	L	L/R	L HOUSE
1	SILK FERN IN BRASS POT	L	L/R	L HOUSE
1	CHERRY OVAL TABLE	L	D/R	L HOUSE
4	UPHOLSTERED HOST AND HOSTESS CHAIR IN "BOR" FABRIC	L	D/R	L HOUSE
1	HERMITAGE HUNTBOARD	L	D/R	L HOUSE
2	BRASS WALL SCONCES WITH BLACK CANDLES	L	D/R	L HOUSE
1	CHINESE JAR	L	D/R	L HOUSE
1	BRASS TRAY WITH 3 DECANTERS	L	D/R	L HOUSE
1	PAIR BRONZE CANDLEHOLDERS WITH BIRDS AND 4 CANDLES	L	D/R	L HOUSE
1	SILK FLOWER ARRANGEMENT IN PEACH BOWL	L	D/R	L HOUSE
1	CHERRY PLANT STAND W/TOPIARY TREE IN BRASS POT	L	D/R	L HOUSE
1	PAIR BOTANICALS	L	D/R	L HOUSE
1	BOTANICAL PRINT	L	D/R	L HOUSE
1	STUDENT DESK W/SIDE CHAIR	L	BOYS	L HOUSE
1	SET DINOSAUR DESK ACCESSORIES	L	BOYS	L HOUSE
2	FOLDERS	L	BOYS	L HOUSE
1	SET OF 4 DINOSAUR CUSTOM PRINTS	L	BOYS	L HOUSE
1	BLUE JAR LAMP	L	BOYS	L HOUSE

Schedule A

1	DRESSER WITH VERTICAL MIRROR	L	BOYS	L HOUSE
1	SILK PLANT ON DRESSER	L	BOYS	L HOUSE
1	PICTURE FRAME	L	BOYS	L HOUSE
2	BOOKS	L	BOYS	L HOUSE
1	WALL LAMP	L	BOYS	L HOUSE
2	STUFFED ANIMALS	L	BOYS	L HOUSE
2	BEAR BOOK ENDS WITH BOOKS	L	BOYS	L HOUSE
1	BASEBALL DOOR STOP	L	BOYS	L HOUSE
1	TWIN MATTRESS	L	BOYS	L HOUSE
3	PINK/BLUE TASSEL PILLOWS	L	BOYS	L HOUSE
4	BLUE 14" PILLOWS	L	BOYS	L HOUSE
2	CREAM PILLOWS	L		
			GIRLS	L HOUSE
1	CHERRY DRESSER	L	GIRLS	L HOUSE
1	BRASS MIRROR	L	GIRLS	L HOUSE
1	HAT WITH FLOWERS	L	GIRLS	L HOUSE
1	HAND RING HOLDER	L	GIRLS	L HOUSE
1	JAR WITH LID	L	GIRLS	L HOUSE
2	PERSIAN CATS	L	GIRLS	L HOUSE
1	COUNTRY CAT	L	GIRLS	L HOUSE
1	BRASS LAMP	L	GIRLS	L HOUSE
1	BRASS COAT RACK	L		
	WITH FLOWERED HAT	L	GIRLS	L HOUSE
1	PICKLED CHAIR WITH CREAM	L		
	EYELET PILLOW	L	GIRLS	L HOUSE
1	CHINA DOLL	L	GIRLS	L HOUSE
1	TWIN BED MATTRESS SET	L	GIRLS	L HOUSE
1	CHERRY HEADBOARD	L	GIRLS	L HOUSE
1	CREAM EYELET PILLOW	L	GIRLS	L HOUSE
1	STUFFED BUNNY DOLL	L	GIRLS	L HOUSE
1	PRINT "GIRL WITH HAT"	L	GIRLS	L HOUSE
1	ROUND TABLE WITH PEACH AND LACE	L		
	TOPPER	L	GIRLS	L HOUSE
1	BLUE POTTERY LAMP	L	GIRLS	L HOUSE
1	PICTURE FRAME	L	GIRLS	L HOUSE
1	COUNTRY CAT ON FLOOR	L		
			HBATH	L HOUSE
1	WREATH	L	HBATH	L HOUSE
2	TERRACOTTA BUNNIES	L	HBATH	L HOUSE
1	TOILET SET-CUP, BRUSH HOLDER/ SOAP DISH WITH SOAP	L		
	BASKET WITH SOAP	L	HBATH	L HOUSE
1	BASKET POTPOURRI	L	HBATH	L HOUSE
1	BASKET FLOWERS	L	HBATH	L HOUSE
1	HEART BASKET	L	HBATH	L HOUSE
2	BATH TOWELS	L	HBATH	L HOUSE
2	HAND TOWELS	L	HBATH	L HOUSE
1	RUG	L		
			MBR	L HOUSE
2	CHEST NIGHTSTANDS	L	MBR	L HOUSE
1	PAIR SHELL BOOKENDS W/2 BOOKS	L	MBR	L HOUSE
2	ORIENTAL LAMPS	L	MBR	L HOUSE
1	BRASS CANDLE STICK W/CANDLE	L	MBR	L HOUSE
1	BRASS LEAF	L	MBR	L HOUSE
1	BRASS FRAME	L	MBR	L HOUSE
1	CRYSTAL RING HOLDER	L	MBR	L HOUSE

Schedule A

2	CRYSTAL JARS	L	MBR	L HOUSE
1	TERRACOTTA PICTURE FRAME	L	MBR	L HOUSE
1	PRINT "LADY PAINTING"	L	MBR	L HOUSE
1	CHERRY RICE CARVED 4 POSTER BED WITH MATTRESS SET	L	MBR	L HOUSE
1	CHEVEL MIRROR	L	MBR	L HOUSE
1	ROUND CORDIAL TABLE	L	MBR	L HOUSE
1	DECANTER AND 2 CORDIAL GLASSES	L	MBR	L HOUSE
1	FLOOR LAMP WITH SHADE	L	MBR	L HOUSE
1	CHAISE LOUNGE	L	MBR	L HOUSE
3	LACE DOILIES	L	MBR	L HOUSE
4	CUSTOM "MENTOR" PILLOWS	L	MBR	L HOUSE
2	CREAM PILLOWS	L	MBR	L HOUSE
2	WOODROSE PILLOWS	L	MBR	L HOUSE
1	HIGHBOY DRESSER	L	MBR	L HOUSE
2	HAT BOXES	L	MBR	L HOUSE
2	BATH TOWELS	L	MBATH	L HOUSE
7	HAND TOWELS	L	MBATH	L HOUSE
1	PEACH BASKET	L	MBATH	L HOUSE
1	WALLPAPER FAN	L	MBATH	L HOUSE
1	WINEGLASS	L	MBATH	L HOUSE
2	PRINTS	L	MBATH	L HOUSE
1	BRASS MIRROR	L	MBATH	L HOUSE
1	STATUE	L	MBATH	L HOUSE
4	PERFUME BOTTLES ON MIRROR TRAY	L	MBATH	L HOUSE
1	RUG	L	MBATH	L HOUSE
5	HAT BOXES	L	MBRCLOSET	L HOUSE
2	SMALL BASKETS WITH POTPOURRI	L	MBRCLOSET	L HOUSE
3	ROLLED HAND TOWELS	L	MBRCLOSET	L HOUSE
1	BASKET WITH SOAP AND POTPOURRI	L	MBRCLOSET	L HOUSE
2	BAR OF SOAP	L	MBRCLOSET	L HOUSE
2	RUSH BASKETS	L	MBRCLOSET	L HOUSE
9	PEACH CREAM HANGERS	L	MBRCLOSET	L HOUSE
2	PEACH HAND TOWELS (ROLLED)	L	H. CLOSET	L HOUSE
1	BLUE HAND TOWEL WITH DOILIE	L	H. CLOSET	L HOUSE
2	BATH TOWELS WITH DOILIE AND BOW TIE	L	H. CLOSET	L HOUSE
1	PICKLED BASKET WITH POTPOURRI	L	H. CLOSET	L HOUSE
2	ARCHITECTURAL PRINTS (STAIRS LANDING)	L	LL REC RM	L HOUSE
1	PARSONS TABLE	L	LL REC RM	L HOUSE
1	WALLPAPER FAN	L	LL REC RM	L HOUSE
1	BRASS CHARGER PLATE WITH DECANTER SET	L	LL REC RM	L HOUSE
4	GOLD RIM GLASSES WITH ICE	L	LL REC RM	L HOUSE
1	GREEN "JAR" LAMP	L	LL REC RM	L HOUSE
1	BRASS MIRROR	L	LL REC RM	L HOUSE
	WRAPPED PRESENTS	L	LL REC RM	L HOUSE
	ASSORTED NAPKINS	L	LL REC RM	L HOUSE
1	RATTAN TABLE BASE WITH GLASS	L	LL REC RM	L HOUSE
3	PARSONS CHAIR SKIRTED	L	LL REC RM	L HOUSE
3	WOOD INSTRUMENTS	L	LL REC RM	L HOUSE

Schedule A

	MISCELLANEOUS PARTY SUPPLIES (DECORATED BAGS, BALLOONS, NAPKINS)	L	LL REC RM L HOUSE
1	BUCKET ICE W/CHAMPAGNE BOTTLE	L	LL REC RM L HOUSE
1	TRAY W/4 CHAMPAGNE GLASSES	L	LL REC RM L HOUSE
1	CAKE CUTTER	L	LL REC RM L HOUSE
1	PAIR PRINT "LANDSCAPE W/DOGS"	L	LL REC RM L HOUSE
1	SHELF UNIT W/CANTILEVERED DESK	L	LL REC RM L HOUSE
1	PARSONS CHAIR	L	LL REC RM L HOUSE
2	WOOD BOXES	L	LL REC RM L HOUSE
1	SILK PLANT ON SHELF	L	LL REC RM L HOUSE
1	VIOLIN	L	LL REC RM L HOUSE
	PARTY INVITATIONS	L	LL REC RM L HOUSE
1	STEREO SYSTEM WITH SPEAKERS	L	LL REC RM L HOUSE
9	BOOKS	L	LL REC RM L HOUSE
1	SET LIDDED BASKETS	L	LL REC RM L HOUSE
1	PICTURE FRAME	L	LL REC RM L HOUSE
1	SET RECTANGULAR BASKETS	L	LL REC RM L HOUSE
1	BRASS PICTURE FRAME	L	LL REC RM L HOUSE
1	BRASS AND GLASS END TABLE	L	LL REC RM L HOUSE
1	MARBLE CHEESE PLATE	L	LL REC RM L HOUSE
1	CURVED SECTIONAL SOFA	L	LL REC RM L HOUSE
6	"WOODROSE" PILLOWS	L	LL REC RM L HOUSE
4	"TAPESTRY" PILLOWS	L	LL REC RM L HOUSE
1	BRASS AND GLASS COFFEE TABLE WITH WRAPPED PRESENTS	L	LL REC RM L HOUSE
1	PRINT "BOWL OF FRUIT"	L	LL REC RM L HOUSE
2	BRASS HORNS	L	LL REC RM L HOUSE
2	GLOBE BOOKENDS WITH BOOKS	L	LL REC RM L HOUSE
1	PICKLED BASKET	L	LL REC RM L HOUSE
	ASSORTED MAGAZINES		
1	PICKLED FLOOR LAMP	L	LL REC RM L HOUSE
1	UPHOLSTERED BARREL CHAIR	L	LL REC RM L HOUSE
1	SHELF UNIT	L	LL REC RM L HOUSE
1	TELEVISION	L	LL REC RM L HOUSE
1	BRASS HEART FRAME	L	LL REC RM L HOUSE
1	BASKET SET	L	LL REC RM L HOUSE
1	BROWN VASE	L	LL REC RM L HOUSE
1	DOG DOOR STOP	L	LL REC RM L HOUSE
	ASSORTED BOOKS	L	LL REC RM L HOUSE
1	SILK PLANT IN BRASS POT ON COUNTER	L	LL POWDER L HOUSE
1	WALLPAPER FAN	L	LL POWDER L HOUSE
1	SET OF BASKETS	L	LL POWDER L HOUSE
1	BLACK STATUE	L	LL POWDER L HOUSE
1	BRASS SOAP DISH	L	LL POWDER L HOUSE
1	BRASS HORN	L	LL POWDER L HOUSE
3	HAND TOWELS	L	LL POWDER L HOUSE
2	BLACK F.T. TOWELS	L	LL POWDER L HOUSE
1	FRUIT PRINT	L	LL POWDER L HOUSE
1	GREEN BASKET WITH ORANGE BOW WITH 3 HAND TOWELS	L	LL POWDER L HOUSE

Schedule A

Equipment Located At: Seven Oaks
Lot #1
L-Model
2164 Colonel Way
Odenton, MD 21113

Approved and agreed to this 17th day of June, 1989

Lessee: X HALL ENTERPRISES, INC Lessor: Chesapeake Industrial Leasing
Co., Inc.

By: Donald H. Hane, VP By: Brian J. Connelly

278176

MARYLAND FINANCING STATEMENT

544 325

(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 Halle Enterprises, Inc. (Name or Names) 2900 Linden Lane, Suite 300, Silver Spring, Maryland 20910 (Address)

LESSEE (Name or Names) EBL100 (Address)

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

3. ASSIGNEE (if any) Of LESSOR EB Industrial Leasing Corporation (Name or Names) 898 Airport Park Rd., Suite 100, Glen Burnie, MD 21061 (Address) CK

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

See Attached Schedule A.

Equipment Located At: Seven Oaks Lot#3 O-Model 2160 Colonel Way Odenton, Md. 21113

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

LESSEE Halle Enterprises, Inc.

By: MARTHA D. HALLE (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 (Title)

(Type or print name of person signing)

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

Handwritten initials

Schedule A

HALLE SEVEN OAKS
MODEL HOME INVENTORY

QTY	DESCRIPTION	L/F	ROOM	HOUSE
1	BLACK KHILIM RUG W/RUG HOLD	L	FOYER	L HOUSE
1	CORINTHIAN COLUMN	L	FOYER	L HOUSE
1	W/STATUE-LADY'S BUST			
1	PLAIN COLUMN W/SILK FLOWER	L	FOYER	L HOUSE
1	ARRANGEMENT			
1	BOTANICAL PRINT W/WOOD BOW	L	FOYER	L HOUSE
3	BOTANICAL PRINTS	L	STAIRWALL	L HOUSE
	W/TIE HANGERS			
1	ARCHITECTURAL PRINT	L	HALL	L HOUSE
1	BREAD DOUGH BASKET	L	KITCHEN	L HOUSE
1	BASKET OF FLOWERS	L	KITCHEN	L HOUSE
1	COUNTRY SCENE PRINT	L	KITCHEN	L HOUSE
1	PLAID THROW RUG	L	KITCHEN	L HOUSE
2	DOVES	L	POWDER	L HOUSE
1	BRASS BOX W/2 F.T. TOWELS	L	POWDER	L HOUSE
1	LARGE GINGER JAR	L	POWDER	L HOUSE
1	SMALL GINGER JAR	L	POWDER	L HOUSE
1	SOAP DISH WITH SOAP	L	POWDER	L HOUSE
1	FRUIT PRINT	L	POWDER	L HOUSE
1	SILK FLOWER ARRANGEMENT	L	POWDER	L HOUSE
3	HAND TOWELS W/2 LACE DOILIES	L	POWDER	L HOUSE
1	BOTANICAL PRINT	L	L/R	L HOUSE
	ON CHERRY EASEL			
1	PICKLED DESK TABLE	L	L/R	L HOUSE
	WITH MARBLE TOP W/SIDE CHAIR	L	L/R	L HOUSE
1	BLACK TABLE LAMP	L	L/R	L HOUSE
1	MAHOGANY AND BRASS BOX	L	L/R	L HOUSE
1	PICKLED MIRROR	L	L/R	L HOUSE
2	TAUPE SOFAS WITH FRINGE	L	L/R	L HOUSE
4	CUSTOM "BOR" PILLOWS	L	L/R	L HOUSE
4	CUSTOM "ITALIAN ROSE" PILLOWS	L	L/R	L HOUSE
1	TOCHERE' LAMP	L	L/R	L HOUSE
2	TOPIARY PLANTS IN BRASS POTS	L	L/R	L HOUSE
	ON FIREPLACE			
2	BLACK CANDLEHOLDERS			
	WITH GOLD CANDLES	L	L/R	L HOUSE
	WITH BLACK SHADES			
1	PRINT OF 2 DOGS IN LANDSCAPE	L	L/R	L HOUSE
1	VERDI GRIS TABLE W/GLASS TOP	L	L/R	L HOUSE
1	BRASS BALL ON BRASS STAND	L	L/R	L HOUSE
1	LANDSCAPE PAINTING BOOK	L	L/R	L HOUSE
1	HERON ASHTRAY	L	L/R	L HOUSE

Schedule A

544 ME 327

2	SLIPPER CHAIRS IN CUSTOM "BOR" PRINT	L	L/R	L HOUSE
1	SHELL FLOOR LAMP	L	L/R	L HOUSE
2	ARCHITECTURAL BLACK PRINTS ON BUILT-IN SHELVING UNIT	L	L/R	L HOUSE
20	READERS DIGEST BOOKS	L	L/R	L HOUSE
20	MISCELLANEOUS BOOKS	L	L/R	L HOUSE
1	WOOD ELEPHANT	L	L/R	L HOUSE
1	BLACK/WHITE SPECKLED PLATE ON STAND	L	L/R	L HOUSE
1	BLACK COPPER GLAZED VASE	L	L/R	L HOUSE
1	GREEN VASE	L	L/R	L HOUSE
1	GLOBE ON STAND	L	L/R	L HOUSE
1	BLACK PLATE W/FLOWERS ON STAND	L	L/R	L HOUSE
1	PEACH VASE	L	L/R	L HOUSE
1	PICKLED ELEPHANT	L	L/R	L HOUSE
1	BRASS CHARGER PLATE WITH CORDIAL DECANTER AND 4 GLASSES	L	L/R	L HOUSE
1	BONSAI PLANT	L	L/R	L HOUSE
1	FISH STATUE	L	L/R	L HOUSE
1	VERDI GRIS VASE	L	L/R	L HOUSE
1	PINK VASE	L	L/R	L HOUSE
1	BRASS TRAY	L	L/R	L HOUSE
2	BLACK RAMS	L	L/R	L HOUSE
1	GREEK PICTURE FRAME	L	L/R	L HOUSE
1	WHITE PICTURE FRAME	L	L/R	L HOUSE
1	BLACK EGG ON VERDI GRIS STAND	L	L/R	L HOUSE
1	SPECKLED BLACK/WHITE PLATE ON STAND	L	L/R	L HOUSE
1	BLACK GINGER JAR	L	L/R	L HOUSE
1	SILK FERN IN BRASS POT	L	L/R	L HOUSE
1	CHERRY OVAL TABLE	L	D/R	L HOUSE
4	UPHOLSTERED HOST AND HOSTESS CHAIR IN "BOR" FABRIC	L	D/R	L HOUSE
1	HERMITAGE HUNTBOARD	L	D/R	L HOUSE
2	BRASS WALL SCONCES WITH BLACK CANDLES	L	D/R	L HOUSE
1	CHINESE JAR	L	D/R	L HOUSE
1	BRASS TRAY WITH 3 DECANTERS	L	D/R	L HOUSE
1	PAIR BRONZE CANDLEHOLDERS WITH BIRDS AND 4 CANDLES	L	D/R	L HOUSE
1	SILK FLOWER ARRANGEMENT IN PEACH BOWL	L	D/R	L HOUSE
1	CHERRY PLANT STAND W/TOPIARY TREE IN BRASS POT	L	D/R	L HOUSE
1	PAIR BOTANICALS	L	D/R	L HOUSE
1	BOTANICAL PRINT	L	D/R	L HOUSE
1	STUDENT DESK W/SIDE CHAIR	L	BOYS	L HOUSE
1	SET DINOSAUR DESK ACCESSORIES	L	BOYS	L HOUSE
2	FOLDERS	L	BOYS	L HOUSE
1	SET OF 4 DINOSAUR CUSTOM PRINTS	L	BOYS	L HOUSE
1	BLUE JAR LAMP	L	BOYS	L HOUSE

Schedule A

544 328

1	DRESSER WITH VERTICAL MIRROR	L	BOYS	L HOUSE
1	SILK PLANT ON DRESSER	L	BOYS	L HOUSE
1	PICTURE FRAME	L	BOYS	L HOUSE
2	BOOKS	L	BOYS	L HOUSE
1	WALL LAMP	L	BOYS	L HOUSE
2	STUFFED ANIMALS	L	BOYS	L HOUSE
2	BEAR BOOK ENDS WITH BOOKS	L	BOYS	L HOUSE
1	BASEBALL DOOR STOP	L	BOYS	L HOUSE
1	TWIN MATTRESS	L	BOYS	L HOUSE
3	PINK/BLUE TASSEL PILLOWS	L	BOYS	L HOUSE
4	BLUE 14" PILLOWS	L	BOYS	L HOUSE
2	CREAM PILLOWS	L	BOYS	L HOUSE
1	CHERRY DRESSER	L	GIRLS	L HOUSE
1	BRASS MIRROR	L	GIRLS	L HOUSE
1	HAT WITH FLOWERS	L	GIRLS	L HOUSE
1	HAND RING HOLDER	L	GIRLS	L HOUSE
1	JAR WITH LID	L	GIRLS	L HOUSE
2	PERSIAN CATS	L	GIRLS	L HOUSE
1	COUNTRY CAT	L	GIRLS	L HOUSE
1	BRASS LAMP	L	GIRLS	L HOUSE
1	BRASS COAT RACK	L	GIRLS	L HOUSE
1	WITH FLOWERED HAT			
1	PICKLED CHAIR WITH CREAM	L	GIRLS	L HOUSE
	EYELET PILLOW			
1	CHINA DOLL	L	GIRLS	L HOUSE
1	TWIN BED MATTRESS SET	L	GIRLS	L HOUSE
1	CHERRY HEADBOARD	L	GIRLS	L HOUSE
1	CREAM EYELET PILLOW	L	GIRLS	L HOUSE
1	STUFFED BUNNY DOLL	L	GIRLS	L HOUSE
1	PRINT "GIRL WITH HAT"	L	GIRLS	L HOUSE
1	ROUND TABLE WITH PEACH AND LACE	L	GIRLS	L HOUSE
	TOPPER			
1	BLUE POTTERY LAMP	L	GIRLS	L HOUSE
1	PICTURE FRAME	L	GIRLS	L HOUSE
1	COUNTRY CAT ON FLOOR	L	GIRLS	L HOUSE
1	WREATH	L	HBATH	L HOUSE
2	TERRACOTTA BUNNIES	L	HBATH	L HOUSE
1	TOILET SET-CUP, BRUSH HOLDER/ SOAP DISH WITH SOAP	L	HBATH	L HOUSE
1	BASKET WITH SOAP	L	HBATH	L HOUSE
1	BASKET POTPOURRI	L	HBATH	L HOUSE
1	BASKET FLOWERS	L	HBATH	L HOUSE
1	HEART BASKET	L	HBATH	L HOUSE
2	BATH TOWELS	L	HBATH	L HOUSE
2	HAND TOWELS	L	HBATH	L HOUSE
1	RUG	L	HBATH	L HOUSE
2	CHEST NIGHTSTANDS	L	MBR	L HOUSE
1	PAIR SHELL BOOKENDS W/2 BOOKS	L	MBR	L HOUSE
2	ORIENTAL LAMPS	L	MBR	L HOUSE
1	BRASS CANDLE STICK W/CANDLE	L	MBR	L HOUSE
1	BRASS LEAF	L	MBR	L HOUSE
1	BRASS FRAME	L	MBR	L HOUSE
1	CRYSTAL RING HOLDER	L	MBR	L HOUSE

Schedule A

2	CRYSTAL JARS	L	MBR	L HOUSE
1	TERRACOTTA PICTURE FRAME	L	MBR	L HOUSE
1	PRINT "LADY PAINTING"	L	MBR	L HOUSE
1	CHERRY RICE CARVED 4 POSTER BED WITH MATTRESS SET	L	MBR	L HOUSE
1	CHEVEL MIRROR	L	MBR	L HOUSE
1	ROUND CORDIAL TABLE	L	MBR	L HOUSE
1	DECANTER AND 2 CORDIAL GLASSES	L	MBR	L HOUSE
1	FLOOR LAMP WITH SHADE	L	MBR	L HOUSE
1	CHAISE LOUNGE	L	MBR	L HOUSE
3	LACE DOILIES	L	MBR	L HOUSE
4	CUSTOM "MENTOR" PILLOWS	L	MBR	L HOUSE
2	CREAM PILLOWS	L	MBR	L HOUSE
2	WOODROSE PILLOWS	L	MBR	L HOUSE
1	HIGHBOY DRESSER	L	MBR	L HOUSE
2	HAT BOXES	L	MBR	L HOUSE
2	BATH TOWELS	L	MBATH	L HOUSE
7	HAND TOWELS	L	MBATH	L HOUSE
1	PEACH BASKET	L	MBATH	L HOUSE
1	WALLPAPER FAN	L	MBATH	L HOUSE
1	WINEGLASS	L	MBATH	L HOUSE
2	PRINTS	L	MBATH	L HOUSE
1	BRASS MIRROR	L	MBATH	L HOUSE
1	STATUE	L	MBATH	L HOUSE
4	PERFUME BOTTLES ON MIRROR TRAY	L	MBATH	L HOUSE
1	RUG	L	MBATH	L HOUSE
5	HAT BOXES	L	MERCLOSET	L HOUSE
2	SMALL BASKETS WITH POTPOURRI	L	MERCLOSET	L HOUSE
3	ROLLED HAND TOWELS	L	MERCLOSET	L HOUSE
1	BASKET WITH SOAP AND POTPOURRI	L	MERCLOSET	L HOUSE
2	BAR OF SOAP	L	MERCLOSET	L HOUSE
2	RUSH BASKETS	L	MERCLOSET	L HOUSE
9	PEACH CREAM HANGERS	L	MERCLOSET	L HOUSE
2	PEACH HAND TOWELS (ROLLED)	L	H. CLOSET	L HOUSE
1	BLUE HAND TOWEL WITH DOILIE	L	H. CLOSET	L HOUSE
2	BATH TOWELS WITH DOILIE AND BOW TIE	L	H. CLOSET	L HOUSE
1	PICKLED BASKET WITH POTPOURRI	L	H. CLOSET	L HOUSE
2	ARCHITECTURAL PRINTS (STAIRS LANDING)	L	LL REC RM	L HOUSE
1	PARSONS TABLE	L	LL REC RM	L HOUSE
1	WALLPAPER FAN	L	LL REC RM	L HOUSE
1	BRASS CHARGER PLATE WITH DECANTER SET	L	LL REC RM	L HOUSE
4	GOLD RIM GLASSES WITH ICE	L	LL REC RM	L HOUSE
1	GREEN "JAR" LAMP	L	LL REC RM	L HOUSE
1	BRASS MIRROR	L	LL REC RM	L HOUSE
	WRAPPED PRESENTS	L	LL REC RM	L HOUSE
	ASSORTED NAPKINS	L	LL REC RM	L HOUSE
1	RATTAN TABLE BASE WITH GLASS	L	LL REC RM	L HOUSE
3	PARSONS CHAIR SKIRTED	L	LL REC RM	L HOUSE
3	WOOD INSTRUMENTS	L	LL REC RM	L HOUSE

Schedule A

	MISCELLANEOUS PARTY SUPPLIES (DECORATED BAGS, BALLOONS, NAPKINS)	L	LL REC RM L HOUSE
1	BUCKET ICE W/CHAMPAGNE BOTTLE	L	LL REC RM L HOUSE
1	TRAY W/4 CHAMPAGNE GLASSES	L	LL REC RM L HOUSE
1	CAKE CUTTER	L	LL REC RM L HOUSE
1	PAIR PRINT "LANDSCAPE W/DOGS"	L	LL REC RM L HOUSE
1	SHELF UNIT W/CANTILEVERED DESK	L	LL REC RM L HOUSE
1	PARSONS CHAIR	L	LL REC RM L HOUSE
2	WOOD BOXES	L	LL REC RM L HOUSE
1	SILK PLANT ON SHELF	L	LL REC RM L HOUSE
1	VIOLIN	L	LL REC RM L HOUSE
	PARTY INVITATIONS	L	LL REC RM L HOUSE
1	STEREO SYSTEM WITH SPEAKERS	L	LL REC RM L HOUSE
9	BOOKS	L	LL REC RM L HOUSE
1	SET LIDDED BASKETS	L	LL REC RM L HOUSE
1	PICTURE FRAME	L	LL REC RM L HOUSE
1	SET RECTANGULAR BASKETS	L	LL REC RM L HOUSE
1	BRASS PICTURE FRAME	L	LL REC RM L HOUSE
1	BRASS AND GLASS END TABLE	L	LL REC RM L HOUSE
1	MARBLE CHEESE PLATE	L	LL REC RM L HOUSE
1	CURVED SECTIONAL SOFA	L	LL REC RM L HOUSE
6	"WOODROSE" PILLOWS	L	LL REC RM L HOUSE
4	"TAPESTRY" PILLOWS	L	LL REC RM L HOUSE
1	BRASS AND GLASS COFFEE TABLE WITH WRAPPED PRESENTS	L	LL REC RM L HOUSE
1	PRINT "BOWL OF FRUIT"	L	LL REC RM L HOUSE
2	BRASS HORNS	L	LL REC RM L HOUSE
2	GLOBE BOOKENDS WITH BOOKS	L	LL REC RM L HOUSE
1	PICKLED BASKET	L	LL REC RM L HOUSE
	ASSORTED MAGAZINES	L	LL REC RM L HOUSE
1	PICKLED FLOOR LAMP	L	LL REC RM L HOUSE
1	UPHOLSTERED BARREL CHAIR	L	LL REC RM L HOUSE
1	SHELF UNIT	L	LL REC RM L HOUSE
1	TELEVISION	L	LL REC RM L HOUSE
1	BRASS HEART FRAME	L	LL REC RM L HOUSE
1	BASKET SET	L	LL REC RM L HOUSE
1	BROWN VASE	L	LL REC RM L HOUSE
1	DOG DOOR STOP	L	LL REC RM L HOUSE
	ASSORTED BOOKS	L	LL REC RM L HOUSE
1	SILK PLANT IN BRASS POT ON COUNTER	L	LL POWDER L HOUSE
1	WALLPAPER FAN	L	LL POWDER L HOUSE
1	SET OF BASKETS	L	LL POWDER L HOUSE
1	BLACK STATUE	L	LL POWDER L HOUSE
1	BRASS SOAP DISH	L	LL POWDER L HOUSE
1	BRASS HORN	L	LL POWDER L HOUSE
3	HAND TOWELS	L	LL POWDER L HOUSE
2	BLACK F.T. TOWELS	L	LL POWDER L HOUSE
1	FRUIT PRINT	L	LL POWDER L HOUSE
1	GREEN BASKET WITH ORANGE BOW WITH 3 HAND TOWELS	L	LL POWDER L HOUSE

Schedule A

BOOK 544 PAGE 331

Equipment Located At: Seven Oaks
Lot #1
L-Model
2164 Colonel Way
Odenton, MD 21113

Approved and agreed to this 17th day of June, 1989

Lessee: HAME ENTERPRISES, INC. Lessor: Chesapeake Industrial Leasing
Co., Inc.

By: Maureen D. Hall, VP By: Brian G. Connelly

278177

MARYLAND FINANCING STATEMENT

544 332

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

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

1. LESSEE Halle Enterprises, Inc.
(Name or Names)
2900 Linden Lane, Suite 300, Silver Spring, Maryland 20910
(Address)

LESSEE
(Name or Names) EBL98
(Address)

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

3. ASSIGNEE (if any) of LESSOR EB Industrial Leasing Corporation
(Name or Names)
898 Airport Park Rd., Suite 100, Glen Burnie, MD 21061
(Address)

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

See Attached Schedule A.

Equipment Located At:
Seven Oaks
Lot#2
M-Model
2162 Colonel Way
Odenton, Md. 21113

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

LESSEE
Halle Enterprises, Inc.

By: [Signature] V.P.M.
(MARTHA D. HALLE)
(Title)

(Type or print name of person signing)

By:
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature] 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

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Schedule A

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HALLE SEVEN OAKS
MODEL HOME INVENTORY

QTY	DESCRIPTION	L/P	ROOM	HOUSE
1	TREE PRINT W/GREEN MOIRE HANGER	L	FOYER	M HOUSE
1	UMBRELLA STAND W/3 UMBRELLAS	L	FOYER	M HOUSE
4	LANDSCAPE PRINTS	L	FOYER	M HOUSE
1	PAIR PRINTS (EUROPEAN STREET SCENE)	L	FOYER	M HOUSE
1	FOYER TABLE WITH CHIPPENDALE MIRROR	L	FOYER	M HOUSE
1	SILK FLOWER ARRANGEMENT IN YELLOW VASE	L	FOYER	M HOUSE
1	PRINT "CHILD WITH UMBRELLA"	L	FOYER	M HOUSE
1	PARSONS SOFA TABLE	L	L/R	M HOUSE
2	THIMBLE LAMPS WITH SHADES	L	L/R	M HOUSE
1	YELLOW FLORAL PLATE W/STAND	L	L/R	M HOUSE
4	BOOKS	L	L/R	M HOUSE
1	PAIR BRASS DUCK BOOKENDS	L	L/R	M HOUSE
2	UPHOLSTERED OTTOMANS	L	L/R	M HOUSE
1	BRASS MIRROR WITH SWANS	L	L/R	M HOUSE
1	CHERRY END TABLE	L	L/R	M HOUSE
1	BRASS PICTURE FRAME	L	L/R	M HOUSE
1	FLORAL LOVESEAT	L	L/R	M HOUSE
1	CARVED BRASS FRAME	L	L/R	M HOUSE
1	CRYSTAL LAMP	L	L/R	M HOUSE
2	DAMASK PILLOWS	L	L/R	M HOUSE
1	BLUE/GREEN/RED PILLOW	L	L/R	M HOUSE
1	PRINT "CHILDREN AT BEACH" WITH GREEN MOIRE BOW	L	L/R	M HOUSE
2	WING CHAIRS	L	L/R	M HOUSE
1	CHEST	L	L/R	M HOUSE
2	PICTURES-LOUIS 14TH	L	L/R	M HOUSE
1	MING VASE	L	L/R	M HOUSE
1	BRASS APPLE	L	L/R	M HOUSE
1	CANDLEHOLDER WITH CANDLE	L	L/R	M HOUSE
1	BRASS TEA SET	L	L/R	M HOUSE
1	COLUMN WITH GLASS	L	L/R	M HOUSE
1	BRASS FLOOR LAMP	L	L/R	M HOUSE
1	OVAL TABLE	L	D/R	M HOUSE
4	CHERRY QUEEN ANNE CHAIRS	L	D/R	M HOUSE
4	BRASS CHARGER PLATES	L	D/R	M HOUSE
4	CREAM PLATES	L	D/R	M HOUSE
4	NAVY NAPKINS	L	D/R	M HOUSE
4	WINE GLASSES	L	D/R	M HOUSE
2	HURRICANE DOMES	L	D/R	M HOUSE
1	DUCK SOUP TUREME	L	D/R	M HOUSE
2	RED CANDLES	L	D/R	M HOUSE
2	FRUIT CANDLESTICKS	L	D/R	M HOUSE

Schedule A

4	SCALLOPED CREAM PLATES	L	D/R	M HOUSE
1	SET BLUE DISHES ON PLATE STANDS	L	D/R	M HOUSE
4	STAFF DOGS	L	D/R	M HOUSE
1	BLUE AND WHITE TEA SET	L	D/R	M HOUSE
2	BRASS GINGER JARS	L	D/R	M HOUSE
2	YELLOW FLORAL PLATES W/HANGERS	L	D/R	M HOUSE
1	MONET PRINT "LAKE WITH TOWER"	L	D/R	M HOUSE
2	"FRUIT" PRINTS	L	D/R	M HOUSE
1	FERN IN BRASS POTS	L	D/R	M HOUSE
1	WATERMELON BASKET	L	KITCHEN	M HOUSE
1	DUCK	L	KITCHEN	M HOUSE
2	SPATULAS	L	KITCHEN	M HOUSE
1	CARROT UTENSIL HOLDER	L	KITCHEN	M HOUSE
2	RED SPATULAS	L	KITCHEN	M HOUSE
2	TWIG WALL BASKETS	L	KITCHEN	M HOUSE
1	SPECKLED POT	L	KITCHEN	M HOUSE
1	SOUP LADLE	L	KITCHEN	M HOUSE
3	SALAD BOWLS	L	KITCHEN	M HOUSE
1	POTTED SILK FLOWER BASKET	L	KITCHEN	M HOUSE
3	COPPER MOLDS	L	KITCHEN	M HOUSE
1	SILK RED LETTUCE	L	KITCHEN	M HOUSE
1	ARTICHOKE	L	KITCHEN	M HOUSE
2	TOMATOES	L	KITCHEN	M HOUSE
1	GREEN PEPPER	L	KITCHEN	M HOUSE
1	RED COLANDER	L	KITCHEN	M HOUSE
1	RED TOWEL	L	KITCHEN	M HOUSE
1	BLUE TOWEL	L	KITCHEN	M HOUSE
1	GREEN BASKET WITH PEPPERS	L	KITCHEN	M HOUSE
1	BLUE DISH RACK	L	KITCHEN	M HOUSE
3	BERRY MUGS	L	KITCHEN	M HOUSE
3	ICE CREAM CUPS	L	KITCHEN	M HOUSE
1	COW ON STAND	L	KITCHEN	M HOUSE
1	RED POTTED PLANT-GERANIUM	L	KITCHEN	M HOUSE
1	HAND BEATER	L	KITCHEN	M HOUSE
1	CHERRY PLATE WITH SPATULA	L	KITCHEN	M HOUSE
1	CUTTING BOARD	L	KITCHEN	M HOUSE
1	ROLLING PIN	L	KITCHEN	M HOUSE
2	APPLES	L	KITCHEN	M HOUSE
1	FLOUR SIFTER	L	KITCHEN	M HOUSE
1	COOKIE CUTTER/MOLD	L	KITCHEN	M HOUSE
2	RED SPOONS	L	KITCHEN	M HOUSE
2	BERRY MUGS	L	KITCHEN	M HOUSE
2	APPLE DISHES	L	KITCHEN	M HOUSE
2	GREEN NAPKINS	L	KITCHEN	M HOUSE
1	HUTCH WITH BASE	L	KITCHEN	M HOUSE
2	TWIG BAR CHAIRS WITH CUSHIONS	L	KITCHEN	M HOUSE
1	SKIRTED ROUND TABLE WITH PAINTED CHAIRS	L	KITCHEN	M HOUSE
4	APPLE DISHES	L	KITCHEN	M HOUSE
4	SPECKLED PLATES	L	KITCHEN	M HOUSE
4	BLUE SOUP SPOONS	L	KITCHEN	M HOUSE
4	SPECKLED TEASPOONS	L	KITCHEN	M HOUSE
4	CLEAR MUGS	L	KITCHEN	M HOUSE
4	NAVY NAPKINS	L	KITCHEN	M HOUSE
4	TWIG HOLDERS	L	KITCHEN	M HOUSE

Schedule A

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1	SPECKLED COFFEE POT	L	KITCHEN	M HOUSE
1	BLUE HOT PAD	L	KITCHEN	M HOUSE
1	FARM PRINT	L	KITCHEN	M HOUSE
1	SET FRUIT MUGS	L	KITCHEN	M HOUSE
1	BOOK	L	KITCHEN	M HOUSE
1	CANDLEHOLDER WITH CANDLE	L	KITCHEN	M HOUSE
1	PICKLED LAMP	L	KITCHEN	M HOUSE
1	RED WREATH	L	KITCHEN	M HOUSE
1	ROUND TRESTLE TABLE	L	KITCHEN	M HOUSE
2	TWIG CHAIRS WITH CUSHIONS	L	KITCHEN	M HOUSE
1	HEN WITH EGGS	L	KITCHEN	M HOUSE
1	BLACK NANNY DOLL	L	KITCHEN	M HOUSE
2	SMALL TWIG CHAIRS	L	KITCHEN	M HOUSE
1	TWIG CABIN	L	KITCHEN	M HOUSE
1	IRON (CAST IRON)	L	KITCHEN	M HOUSE
1	POTTED RED GERANIUM	L	KITCHEN	M HOUSE
1	HERBAL BBASKET	L	KITCHEN	M HOUSE
1	ROCKING HORSE	L	KITCHEN	M HOUSE
2	WOOD CHAIRS	L	KITCHEN	M HOUSE
13	BOOKS	L	KITCHEN	M HOUSE
1	BIRD'S NEST	L	KITCHEN	M HOUSE
1	POTTED WANDERING JEW	L	KITCHEN	M HOUSE
2	MERRY TOWN TINS	L	KITCHEN	M HOUSE
1	WOOD BIRD HOUSE	L	KITCHEN	M HOUSE
1	WOOD COW	L	KITCHEN	M HOUSE
1	BIRD'S NEST WITH EGGS	L	KITCHEN	M HOUSE
3	BLUE/CREAM BASKETS	L	KITCHEN	M HOUSE
1	FEATHER HEN	L	KITCHEN	M HOUSE
1	TWIG HEART BASKET	L	POWDER	M HOUSE
1	SET OCTAGONAL BASKETS	L	POWDER	M HOUSE
1	CERAMIC DUCK	L	POWDER	M HOUSE
1	WATER BOWL WITH FITCHER	L	POWDER	M HOUSE
4	NAVY BLUE HAND TOWELS	L	POWDER	M HOUSE
1	CRANBERRY HAND TOWEL	L	POWDER	M HOUSE
2	LACE DOILIES	L	POWDER	M HOUSE
2	FRUIT PRINTS	L	POWDER	M HOUSE
1	POTTED BEGONIA	L	POWDER	M HOUSE
1	FRUIT PRINT	L	POWDER	M HOUSE
2	PLUM SCONCES WITH PLATES	L	MBR	M HOUSE
2	BOTANICALS WITH BLUE RIBBON HANGER	L	MBR	M HOUSE
1	BRASS GINGER JAR	L	MBR	M HOUSE
1	PAIR CREAM LAMPS	L	MBR	M HOUSE
1	BRASS PICTURE FRAME	L	MBR	M HOUSE
1	CRYSTAL ASHTRAY--	L	MBR	M HOUSE
2	CREAM PILLOWS	L	MBR	M HOUSE
3	CUSTOM PILLOWS	L	MBR	M HOUSE
1	PRIMITIVE GIRL PRINT	L	MBR	M HOUSE
2	ARMCHAIRS WITH CUSTOM SEATS	L	MBR	M HOUSE
1	BRASS LEAF DISH WITH 2 EGGS	L	MBR	M HOUSE
1	PICKLED BIRD	L	MBR	M HOUSE
3	BOOKS	L	MBR	M HOUSE
1	PAIR SHELL BOOKENDS	L	MBR	M HOUSE
1	ROUND TABLE WITH CUSTOM CLOTH	L	MBR	M HOUSE

Schedule A

1	FLORAL ARRANGEMENT	L	MBR	M HOUSE
1	BRASS BOWL	L	MBR	M HOUSE
1	BRUSH AND COMB SET	L	MBR	M HOUSE
1	BRASS BASKET	L	MBR	M HOUSE
1	RING HOLDER	L	MBR	M HOUSE
1	PICTURE FRAME	L	MBR	M HOUSE
1	BRASS TRAY WITH CRYSTAL JARS	L	MBR	M HOUSE
1	MIRROR	L	MBR	M HOUSE
1	NIGHT STAND	L	MBR	M HOUSE
1	DRESSER	L	MBR	M HOUSE
1	QUEEN BED SET WITH HEADEBOARD	L	MBR	M HOUSE
1	BENCH	L	MBR	M HOUSE
	ASSORTED PADDED HANGERS	L	MBRCLOSET	M HOUSE
1	GENTLEMAN VALET	L	MBRCLOSET	M HOUSE
1	WALLPAPER FAN	L	MBRCLOSET	M HOUSE
5	HAT BOXES	L	MBRCLOSET	M HOUSE
1	BAG WITH TISSUE	L	MBRCLOSET	M HOUSE
2	PRINTS	L	MBATH	M HOUSE
1	BRASS SOAP DISH WITH EGG AND SOAP BALLS	L	MBATH	M HOUSE
1	WHITE BATH TOWEL	L	MBATH	M HOUSE
1	PLANT	L	MBATH	M HOUSE
1	BRASS BASKET WITH POTPOURRI	L	MBATH	M HOUSE
1	BASKET WITH 4 BATH TOWELS AND BACK BRUSH	L	MBATH	M HOUSE
3	SPONGES	L	MBATH	M HOUSE
1	PLANT	L	MBATH	M HOUSE
2	WHITE BATH TOWELS, 2 HAND TOWELS WITH BRASS HORNS	L	MBATH	M HOUSE
1	CORAL RUG	L	MBATH	M HOUSE
1	ARRANGMENT	L	MBATH	M HOUSE
1	SHELF	L	MBATH	M HOUSE
2	BRASS GINGER JARS	L	MBATH	M HOUSE
1	CORAL BASKET	L	MBATH	M HOUSE
1	DOG STATUE	L	LOFT	M HOUSE
2	TOPIARY TREES IN TERRACOTS POTS	L	LOFT	M HOUSE
1	STEREO RECEIVER	L	LOFT	M HOUSE
1	RUSH DUCK	L	LOFT	M HOUSE
66	BOOKS	L	LOFT	M HOUSE
1	SET RUSH RECTANGULAR BASKETS	L	LOFT	M HOUSE
1	JACK BE NIMBLE CANDLEHOLDER WITH CANDLE	L	LOFT	M HOUSE
1	HORSE PRINT	L	LOFT	M HOUSE
1	SPIDER PLANT	L	LOFT	M HOUSE
1	WOOD DUCK	L	LOFT	M HOUSE
1	POTTED FERN	L	LOFT	M HOUSE
1	PHEASANT	L	LOFT	M HOUSE
1	TELEVISION	L	LOFT	M HOUSE
1	HERON PRINT	L	LOFT	M HOUSE
2	BOTANICAL PRINTS	L	LOFT	M HOUSE
1	DUCK LAMP	L	LOFT	M HOUSE
1	LETTER HOLDER W/STATIONARY	L	LOFT	M HOUSE
1	INK WELL LETTER HOLDER	L	LOFT	M HOUSE

Schedule A

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2	BOOKS	L	LOFT	M HOUSE
1	TYPEWRITER	L	LOFT	M HOUSE
1	FLOOR LAMP	L	LOFT	M HOUSE
1	EXECUTIVE DESK	L	LOFT	M HOUSE
1	EXECUTIVE CHAIR	L	LOFT	M HOUSE
2	SHELVES	L	LOFT	M HOUSE
1	CORDIAL TABLE	L	LOFT	M HOUSE
2	BARREL CHAIRS	L	LOFT	M HOUSE
1	ROUND SKIRTED OTTOMAN	L	LOFT	M HOUSE
1	CRIB	L	NURSERY	M HOUSE
1	CRIB DUST RUFFLE	L	NURSERY	M HOUSE
1	CRIB SHEET	L	NURSERY	M HOUSE
1	CRIB COMFORTER	L	NURSERY	M HOUSE
1	CRIB BUMPER	L	NURSERY	M HOUSE
1	LARGE LAMB	L	NURSERY	M HOUSE
1	SMALL LAMB	L	NURSERY	M HOUSE
1	HORSE HANGING QUILT	L	NURSERY	M HOUSE
1	WOOD ROCKING HORSE	L	NURSERY	M HOUSE
1	RED WAGON WITH HORSE	L	NURSERY	M HOUSE
1	BATH TOWELS	L	NURSERY	M HOUSE
1	JADE GREEN GINGER JAR LAMP	L	NURSERY	M HOUSE
1	PACKAGE DIAPERS IN WATERMELON BASKET	L	NURSERY	M HOUSE
1	RED BASKET WITH COTTON BALLS	L	NURSERY	M HOUSE
2	PRINTS "GIRL/BOY ON ROCKING HORSE"	L	NURSERY	M HOUSE
1	POTTED RED GERANIUM	L	NURSERY	M HOUSE
1	GREEN SHELF	L	NURSERY	M HOUSE
1	BRASS CAROUSEL HORSE	L	NURSERY	M HOUSE
2	BOTTLES	L	NURSERY	M HOUSE
1	ROUND TABLE WITH SKIRT	L	NURSERY	M HOUSE
2	PAIRS BOOTIE SOCKS	L	NURSERY	M HOUSE
1	BABY BOOK	L	NURSERY	M HOUSE
1	WOOD ROCKING HORSE	L	NURSERY	M HOUSE
1	ROCKING HORSE TOWEL	L	NURSERY	M HOUSE
1	WOOD HEART HANGER	L	NURSERY	M HOUSE
1	PAINTED DRESSER	L	NURSERY	M HOUSE
1	PAINTED ROCKING CHAIR W/CUSHION	L	NURSERY	M HOUSE
1	SILK GREEN PLANT W/BRASS POT	L	GIRLS	M HOUSE
1	WOOD DUCK ON RED HEART STAND	L	GIRLS	M HOUSE
1	BIRD'S NEST WITH BIRD	L	GIRLS	M HOUSE
1	MERRY TOWN TIN	L	GIRLS	M HOUSE
1	BRASS LAMP	L	GIRLS	M HOUSE
1	PRINT WHITE WICKER CHAIR WITH RED CUSHIONS	L	GIRLS	M HOUSE
1	BRASS MIRROR	L	GIRLS	M HOUSE
1	GREEN WREATH	L	GIRLS	M HOUSE
2	HEART HANGERS	L	GIRLS	M HOUSE
1	RED PILLOW	L	GIRLS	M HOUSE
1	BLUE PILLOW	L	GIRLS	M HOUSE
1	GREEN PILLOW	L	GIRLS	M HOUSE
3	CHIPPENDALE STRIPE PILLOWS	L	GIRLS	M HOUSE
2	BOOKS TIED WITH HEART TIE	L	GIRLS	M HOUSE
1	CERAMIC CAT	L	GIRLS	M HOUSE

Schedule A

1	PICKLED WOOD LAMP	L	GIRLS	M HOUSE
1	CREAM 70" CLOTH	L	GIRLS	M HOUSE
1	ROUND TABLE	L	GIRLS	M HOUSE
4	HANGERS	L	GIRLS	M HOUSE
1	SHELL HEADBOARD	L	GIRLS	M HOUSE
1	FULL BED MATTRESS SET	L	GIRLS	M HOUSE
1	DRESSER	L	GIRLS	M HOUSE
4	CRANBERRY BATH TOWELS	L	HBATH	M HOUSE
2	GREEN HAND TOWELS	L	HBATH	M HOUSE
3	BLUE HEART TIES	L	HBATH	M HOUSE
1	BERRY WREATH	L	HBATH	M HOUSE
1	CERAMIC CAT	L	HBATH	M HOUSE
1	TWIG HOUSE	L	HBATH	M HOUSE
1	BLUE HAND TOWEL	L	HBATH	M HOUSE
1	TOWN DOOR STOP	L	HBATH	M HOUSE
1	SMALL BASKET WITH LID AND POTPOURRI	L	HBATH	M HOUSE
1	SILK PLANT WITH BRASS POT	L	HBATH	M HOUSE
1	CREAM RUG	L	HBATH	M HOUSE
1	URN WITH CANES (LANDING OF STAIRS)	L	REC RM	M HOUSE
1	PRINT "HUNTING SCENE" (LANDING OF STAIRS)	L	REC RM	M HOUSE
1	PRINT "HORSES" (HALLWAY)	L	REC RM	M HOUSE
1	48" ROUND TABLE	L	REC RM	M HOUSE
4	PAINTED WINDSOR CHAIRS	L	REC RM	M HOUSE
1	PUZZLE	L	REC RM	M HOUSE
1	SET GLASSES WITH ICE	L	REC RM	M HOUSE
1	PACKAGE NAPKINS	L	REC RM	M HOUSE
1	DART BOARD	L	REC RM	M HOUSE
1	PRINT "FOX HUNT"	L	REC RM	M HOUSE
1	CUSTOM BAR WITH TOP	L	REC RM	M HOUSE
1	HORSE FIGURINE	L	REC RM	M HOUSE
1	PLANT IN BRASS POT ON BAR	L	REC RM	M HOUSE
1	WALL LAMP	L	REC RM	M HOUSE
2	BASKETS WITH CRACKER BOXES	L	REC RM	M HOUSE
1	TRAY WITH BEER GLASSES	L	REC RM	M HOUSE
1	WINE RACK W/5 WINE BOTTLES	L	REC RM	M HOUSE
2	RED SPOONS	L	REC RM	M HOUSE
1	BARK MAGAZINE RACK	L	REC RM	M HOUSE
1	WALLPAPER FAN	L	REC RM	M HOUSE
2	CANDLEHOLDERS WITH SHADES AND CANDLES	L	REC RM	M HOUSE
3	DECOYS	L	REC RM	M HOUSE
1	BASKET WITH APPLES	L	REC RM	M HOUSE
1	BRASS FLOOR LAMP	L	REC RM	M HOUSE
1	PRINT "TWO HORSES"	L	REC RM	M HOUSE
1	WATERMELON BASKET	L	REC RM	M HOUSE
1	WOODEN BUCKET WITH WOOD	L	REC RM	M HOUSE
1	SILK BEGONIA	L	REC RM	M HOUSE
1	SECTIONAL SOFA W/CUSTOM PILLOWS	L	REC RM	M HOUSE
1	BENCH COFFEE TABLE	L	REC RM	M HOUSE
1	DECOY	L	LL POWDER	M HOUSE

Schedule A

1	SMALL DECOY	L	LL POWDER M HOUSE
1	POTTED PLANT	L	LL POWDER M HOUSE
1	SOAP DISH	L	LL POWDER M HOUSE
2	PRINTS "DOGS"	L	LL POWDER M HOUSE
3	HAND TOWELS WITH BRASS HORN	L	LL POWDER M HOUSE
1	POTTED PLANT	L	LL POWDER M HOUSE
1	PRINT	L	LL POWDER M HOUSE

Equipment Located At: Seven Oaks
Lot #2
M-Model
2162 Colonel Way
Odenton, MD 21113

Approved and agreed to this 17th day of June, 1989

Lessee: HALLG ENTERPRISES, INC. Lessor: Chesapeake Industrial
Leasing Co., Inc.

By: Maurice Hall, VP By: Brian G. Connelly

278173

MARYLAND FINANCING STATEMENT

544 340

(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 Halle Enterprises, Inc.
(Name or Names)
2900 Linden Lane, Suite 300, Silver Spring, Maryland 20910
(Address)

LESSEE
(Name or Names) EBL99
(Address)

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

3. ASSIGNEE (if any) of LESSOR EB Industrial Leasing Corporation
(Name or Names)
898 Airport Park Rd., Suite 100, Glen Burnie, MD 21061
(Address)

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

See Attached Schedule A.

Equipment Located At: Seven Oaks
Lot #4
E-Model
2158 Colonel Way
Odenton, Md. 21113

CK

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

LESSEE LESSOR
Halle Enterprises, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Martha D. Halle (Title) By: Brian G. Connelly Manager (Title)
(Type or print name of person signing) (Type or print name of person signing)
Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234
(Type or print name of person signing)

25

544 341

Schedule A
 HALLE SEVEN OAKS
 MODEL HOME INVENTORY

QTY	DESCRIPTION	L/P	ROOM	HOUSE
1	PAIR PEDESTALS W/GLASS	L	FOYER	E HOUSE
1	PICKLED MIRROR	L	FOYER	E HOUSE
1	FLORAL ARRANGEMENT	L	FOYER	E HOUSE
1	ARCHITECTURAL PRINT	L	FOYER	E HOUSE
1	PAIR ARCHITECTURAL PRINT ON UPSTAIRS WALL	L	FOYER	E HOUSE
1	LADY PRINT	L	FOYER	E HOUSE
1	ORIENTAL RUG W/RUG HOLD	L	FOYER	E HOUSE
1	SWAN	L	POWDER RM	E HOUSE
1	FLORAL ARRANGEMENT	L	POWDER RM	E HOUSE
1	SOAP DISH W/SOAP	L	POWDER RM	E HOUSE
1	FLORAL DISH	L	POWDER RM	E HOUSE
1	3 HAND TOWELS	L	POWDER RM	E HOUSE
1	BASKET OF POTPOURRI	L	POWDER RM	E HOUSE
1	PAIR PRINTS	L	POWDER RM	E HOUSE
1	FLORAL PRINT	L	POWDER RM	E HOUSE
1	8 X 10 DHURRIE RUG W/RUG HOLD	L	L/R	E HOUSE
2	PICKLED CHAIRS W/SHELL BACK	L	L/R	E HOUSE
1	30" ROUND TABLE W/CREAM COVER	L	L/R	E HOUSE
1	LUCITE LAMP	L	L/R	E HOUSE
1	PAIR PICKLED BIRDS	L	L/R	E HOUSE
1	LAVENDER/GREEN VASE	L	L/R	E HOUSE
1	WINE GLASS	L	L/R	E HOUSE
2	SLIPPER CHAIRS IN "YAR" FABRIC W/2 PINK CHINTZ PILLOWS	L	L/R	E HOUSE
1	BRASS FAN	L	L/R	E HOUSE
2	WOODEN CHINESE BOYS	L	L/R	E HOUSE
1	PAIR VERDI GRIS CANDLE SCONCES WITH 4 CANDLES	L	L/R	E HOUSE
1	"HERON" PRINT	L	L/R	E HOUSE
3	WOODEN SWANS	L	L/R	E HOUSE
1	WHITE SOFA	L	L/R	E HOUSE
4	CUSTOM "YAR" PILLOWS	L	L/R	E HOUSE
3	SEAFOAM PILLOWS	L	L/R	E HOUSE
1	BRASS AND GLASS COFFEE TABLE	L	L/R	E HOUSE
1	BRASS AND GLASS END TABLE	L	L/R	E HOUSE
1	SILK FLOWER ARRANGEMENT	L	L/R	E HOUSE
1	LAVENDER ART GLASS BOWL	L	L/R	E HOUSE
1	PAIR FLORAL PRINTS	L	L/R	E HOUSE
1	BUILT-IN WHICH CONTAINS: MISC BOOKS	L	L/R	E HOUSE
1	CHERUB	L	L/R	E HOUSE
3	PLUM PLATES ON STANDS	L	L/R	E HOUSE
1	PICKLED BIRD	L	L/R	E HOUSE

Schedule A

1	LAVENDER/GREEN VASE	L	L/R	E HOUSE
2	STRIPED BOWLS	L	L/R	E HOUSE
1	PICKLED ELEPHANT	L	L/R	E HOUSE
1	PAIR MAUVE BASKETS	L	L/R	E HOUSE
5	SILK PLANTS ON SHELVES	L	L/R	E HOUSE
2	BRASS HORNS	L	L/R	E HOUSE
2	MAUVE VASES	L	L/R	E HOUSE
1	PAIR BRASS CANDLESTICKS	L	L/R	E HOUSE
1	DEER	L	L/R	E HOUSE
3	PICTURE FRAMES	L	L/R	E HOUSE
1	LAVENDER VASE	L	L/R	E HOUSE
1	ROSE VASE	L	L/R	E HOUSE
1	ORIENTAL VASE	L	L/R	E HOUSE
1	CLOCK	L	L/R	E HOUSE
1	GREEN PLATE ON STAND	L	L/R	E HOUSE
1	PAIR BOTANICAL PRINTS	L	D/R	E HOUSE
1	GLASS TOP TABLE W/GLASS BASE	L	D/R	E HOUSE
4	PINK PLATES	L	D/R	E HOUSE
4	MINT PLATES	L	D/R	E HOUSE
8	NAPKINS W/NAPKIN RINGS	L	D/R	E HOUSE
1	SET WINE GLASSES	L	D/R	E HOUSE
4	SKIRTED CHAIRS IN "YAR" FABRIC	L	D/R	E HOUSE
1	SILK FLOWER ARRANGEMENT	L	D/R	E HOUSE
1	SET GREY DISHES ON PLATE STANDS	L	D/R	E HOUSE
2	BRASS BASKETS	L	D/R	E HOUSE
4	CERAMIC VASES	L	D/R	E HOUSE
2	BRASS GINGER JARS	L	D/R	E HOUSE
2	FERNS IN BRASS POT	L	D/R	E HOUSE
1	PINK BOWL	L	D/R	E HOUSE
1	TEA SET	L	D/R	E HOUSE
1	LAVENDER/GREEN VASE	L	D/R	E HOUSE
1	ARCHITECTURAL PRINT	L	BAR AREA	E HOUSE
1	SILK FLOWER ARRANGEMENT	L	BAR AREA	E HOUSE
1	DECANTER WITH 6 GLASSES	L	BAR AREA	E HOUSE
2	CANDLE HOLDERS W/CANDLES	L	BAR AREA	E HOUSE
1	TABLE AND 4 CHAIRS	L	KITCHEN	E HOUSE
2	BAR STOOLS	L	KITCHEN	E HOUSE
4	PRINT PLACEMATS W/NAPKINS	L	KITCHEN	E HOUSE
4	PLATES AND GLASSES	L	KITCHEN	E HOUSE
1	BASKET WITH ARRANGEMENT	L	KITCHEN	E HOUSE
1	PICNIC SET-PLATES, FLATWARE	L	KITCHEN	E HOUSE
1	LOAF BREAD, WINE W/NAPKIN	L	KITCHEN	E HOUSE
1	TRAY WITH PITCHER, 2 GLASSES AND NAPKINS	L	KITCHEN	E HOUSE
1	SET CERAMIC CANISTERS	L	KITCHEN	E HOUSE
1	FLOWERING PLANT ON COUNTER	L	KITCHEN	E HOUSE
1	SALAD BOWL SET	L	KITCHEN	E HOUSE
1	SILK VEGETABLES	L	KITCHEN	E HOUSE
1	CUTTING BOARD	L	KITCHEN	E HOUSE
1	JAR WITH SPOONS	L	KITCHEN	E HOUSE
1	SET GLASS CANISTERS	L	KITCHEN	E HOUSE
1	SILK FERN ON COUNTER	L	KITCHEN	E HOUSE
1	FLORAL PRINT	L	KITCHEN	E HOUSE

Schedule A

2	WALL BASKETS	L	KITCHEN	E HOUSE
1	PLAID RUG	L	KITCHEN	E HOUSE
1	TWIG WREATH	L	KITCHEN	E HOUSE
2	LAVENDER MUGS	L	KITCHEN	E HOUSE
2	SALAD BOWLS	L	KITCHEN	E HOUSE
2	WATERMELON RINGS W/NAPKINS	L	KITCHEN	E HOUSE
2	GREEN NAPKINS	L	KITCHEN	E HOUSE
2	BASKETS	L	KITCHEN	E HOUSE
1	PAIR BED PILLOWS	L	MBR	E HOUSE
1	PAIR TABLE LAMPS	L	MBR	E HOUSE
4	LANDSCAPE PRINTS	L	MBR	E HOUSE
1	LADY PRINT	L	MBR	E HOUSE
1	TEA SET	L	MBR	E HOUSE
1	GOOSE	L	MBR	E HOUSE
2	PICTURE FRAMES	L	MBR	E HOUSE
1	ROUND TABLE WITH DOUBLE TABLESKIRT	L	MBR	E HOUSE
2	SEAFOAM PILLOWS	L	MBR	E HOUSE
4	CUSTOM PILLOWS	L	MBR	E HOUSE
1	KING SIZED MATTRESS SET	L	MBR	E HOUSE
1	PICKLED HEADBOARD	L	MBR	E HOUSE
2	END TABLES	L	MBR	E HOUSE
1	ARMOIRE	L	MBR	E HOUSE
2	PICKLED ARMCHAIRS WITH CUSTOM SEATS	L	MBR	E HOUSE
1	FLOWERING PLANT ON COUNTER	L	MBATH	E HOUSE
1	TALC AND SOAP ON DISH	L	MBATH	E HOUSE
1	BACK BRUSH AND LOOFA	L	MBATH	E HOUSE
1	MISCELLANEOUS SOAPS	L	MBATH	E HOUSE
1	TRAY WITH PERFUME BOTTLES AND DISH	L	MBATH	E HOUSE
1	PEACH VASE	L	MBATH	E HOUSE
1	WOVEN RUG	L	MBATH	E HOUSE
1	"CHAIR" PRINT	L	MBATH	E HOUSE
1	"CRANE" PRINT	L	MBATH	E HOUSE
6	BATH TOWELS	L	MBATH	E HOUSE
2	HAND TOWELS	L	MBATH	E HOUSE
1	SILK FERN ON HALF WALL	L	MBATH	E HOUSE
12	COLORFUL HANGERS	L	MB CLOSET	E HOUSE
1	WRAPPED PRESENT	L	MB CLOSET	E HOUSE
2	WOOD BOXES	L	MB CLOSET	E HOUSE
3	ROLLED TOWELS	L	MB CLOSET	E HOUSE
1	VASE	L	MB CLOSET	E HOUSE
1	BASKET WITH SOAP	L	MB CLOSET	E HOUSE
1	TWIG WREATH W/SWAN PLAQUE	L	HALL BATH	E HOUSE
1	"CHAIR" PRINT	L	HALL BATH	E HOUSE
3	BATH TOWELS	L	HALL BATH	E HOUSE
2	HAND TOWELS	L	HALL BATH	E HOUSE
1	BASKET WITH SOAP	L	HALL BATH	E HOUSE
1	LIDDED BASKET	L	HALL BATH	E HOUSE
1	TUMBLER AND SOAPDISH SET	L	HALL BATH	E HOUSE
1	STRIPED RUG	L	HALL BATH	E HOUSE

Schedule A

1	FULL BED SET WITH WHITE WICKER HEADBOARD	L	GIRLS	E HOUSE
1	"HOUSE" PRINT	L	GIRLS	E HOUSE
3	SMALL PRINTS	L	GIRLS	E HOUSE
1	SETEE AND ROCKER	L	GIRLS	E HOUSE
1	BUNNY	L	GIRLS	E HOUSE
1	PAIR LAVENDER LAMPS	L	GIRLS	E HOUSE
1	PERFUM BOTTLE SET	L	GIRLS	E HOUSE
1	CAT	L	GIRLS	E HOUSE
1	SILK PLANT ON DRESSER	L	GIRLS	E HOUSE
1	PICTURE FRAME	L	GIRLS	E HOUSE
6	TOSS PILLOWS	L	GIRLS	E HOUSE
1	TEAPOT	L	GIRLS	E HOUSE
1	WHITE WICKER DRESSER	L	GIRLS	E HOUSE
1	SET WOODEN BOXES	L	BOYS	E HOUSE
1	WALL LAMP	L	BOYS	E HOUSE
1	TABLE LAMP	L	BOYS	E HOUSE
1	DIRECTORS CHAIR	L	BOYS	E HOUSE
2	CACTUS PLANTS (ACCESSORIES)	L	BOYS	E HOUSE
1	TELEVISION SET	L	BOYS	E HOUSE
1	BASKET WITH SILK PLANT	L	BOYS	E HOUSE
1	MISCELLANEOUS BOOKS	L	BOYS	E HOUSE
1	VASE WITH STICKS	L	BOYS	E HOUSE
3	SOUTHWEST PRINTS	L	BOYS	E HOUSE
1	STRAW DUCK	L	BOYS	E HOUSE
1	STATIONARY	L	BOYS	E HOUSE
1	SILK PLANT	L	BOYS	E HOUSE
1	WOVEN RUG	L	BOYS	E HOUSE
1	PAIR DUCK BOOKENDS WITH BOOKS	L	BOYS	E HOUSE
1	TYPEWRITER	L	BOYS	E HOUSE
2	WOVEN PILLOWS	L	BOYS	E HOUSE
5	SOLID PILLOWS	L	BOYS	E HOUSE
1	BED MATTRESS	L	BOYS	E HOUSE
1	CUBE END TABLE	L	BOYS	E HOUSE
1	PARSONS TABLE	L	BOYS	E HOUSE
1	DRESSER WITH MIRROR	L	BOYS	E HOUSE
1	ROLLED BATH TOWEL W/DOILIE	L	H CLOSET	E HOUSE
2	ROLLED HAND TOWELS	L	H CLOSET	E HOUSE
2	RUSH BASKETS	L	H CLOSET	E HOUSE
1	BASKET WITH POTPOURRI	L	H CLOSET	E HOUSE
4	ROLLED BATH TOWELS	L	H CLOSET	E HOUSE
1	BASKET WITH SOAP	L	H CLOSET	E HOUSE
1	RUSH BASKET WITH POTPOURRI	L	H CLOSET	E HOUSE
1	WHITE LOVESEAT AND SOFA WITH BRAID	L	REC ROOM	E HOUSE
1	PAIR SAILORS	L	REC ROOM	E HOUSE
3	"BOAT" PRINTS	L	REC ROOM	E HOUSE
2	CANDLES	L	REC ROOM	E HOUSE
1	WOODEN SHELL	L	REC ROOM	E HOUSE
1	MISCELLANEOUS MAGAZINES	L	REC ROOM	E HOUSE
1	WHITE COFFEE AND END TABLE	L	REC ROOM	E HOUSE
1	BAR WITH CUSTOM TABLE TOP	L	REC ROOM	E HOUSE

Schedule A

1	AND 3 BAR STOOLS	L	REC ROOM	E HOUSE
1	FISH BOWL W/SHELLS AND CORAL	L	REC ROOM	E HOUSE
1	SMALL FISH	L	REC ROOM	E HOUSE
1	PAIR PLACEMATS	L	REC ROOM	E HOUSE
1	NAPKINS, PLATES AND GLASSES	L	REC ROOM	E HOUSE
1	WITH PEARS	L	REC ROOM	E HOUSE
6	SET CLEAR GLASSES/2 PLACEMATS	L	REC ROOM	E HOUSE
1	GREEN GLASSES W/ICE	L	REC ROOM	E HOUSE
1	WHITE TRAY	L	REC ROOM	E HOUSE
1	ICEBUCKET	L	REC ROOM	E HOUSE
1	WALL SHELF	L	REC ROOM	E HOUSE
2	ROSE FISH	L	REC ROOM	E HOUSE
1	FORTHOLE MIRRORS	L	REC ROOM	E HOUSE
1	BRASS WALL BELL	L	REC ROOM	E HOUSE
2	BASKET	L	REC ROOM	E HOUSE
1	PINK VASES WITH STICKS	L	REC ROOM	E HOUSE
1	TEACUP AND SAUCER	L	REC ROOM	E HOUSE
1	ASHTRAY	L	REC ROOM	E HOUSE
1	BRASS FLOOR LAMP	L	REC ROOM	E HOUSE
2	ASSORTED SHELLS CORAL	L	REC ROOM	E HOUSE
2	TASSELED PILLOWS	L	REC ROOM	E HOUSE
4	WHITE PILLOWS	L	REC ROOM	E HOUSE
1	GREEN PILLOWS	L	REC ROOM	E HOUSE
1	PAIR LANDSCAPE PRINTS	L	HALL	E HOUSE
1	BASKET WITH PLANS	L	STUDY	E HOUSE
1	WHITE END TABLE	L	STUDY	E HOUSE
1	BULLETIN BOARD	L	STUDY	E HOUSE
1	DRAFTING TABLE WITH STOOL	L	STUDY	E HOUSE
1	DRAFTING LAMP	L	STUDY	E HOUSE
1	FLORAL PRINT	L	STUDY	E HOUSE
1	SAILING PRINT	L	STUDY	E HOUSE
2	DRAFTING SUPPLIES	L	STUDY	E HOUSE
1	ROSE PILLOWS	L	STUDY	E HOUSE
1	LANDSCAPE LAYOUT	L	STUDY	E HOUSE
2	BRASS FLOOR LAMP	L	STUDY	E HOUSE
2	SHELL PRINTS/UP THE STAIRS	L	STUDY	E HOUSE
2	ROSE FISH	L	STUDY	E HOUSE
1	CLAM SHELL BASKET	L	LL POWDER	E HOUSE
1	WOVEN RUG	L	LL POWDER	E HOUSE
3	BATH TOWELS	L	LL POWDER	E HOUSE
2	HAND TOWELS	L	LL POWDER	E HOUSE
1	BASKET WITH SOAP	L	LL POWDER	E HOUSE
1	BASKET WITH POTPOURRI	L	LL POWDER	E HOUSE
1	FLOWERING PLANT	L	LL POWDER	E HOUSE
1	"SAILBOAT" PRINT	L	LL POWDER	E HOUSE
1	MISCELLANEOUS SHELL SOAPS	L	LL POWDER	E HOUSE

Approved and agreed to this 17th day of June, 1989

Lessee: APRUE ENTERPRISES, INC. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: Brian S. Connelly

Equipment Located At: Seven Oaks, Lot #4, E-Model, 2158 Colonel Way, Odenton, Md. 21113

Schedule A

	AND 3 BAR STOOLS			
1	FISH BOWL W/SHELLS AND CORAL	L	REC ROOM	E HOUSE
1	SMALL FISH	L	REC ROOM	E HOUSE
1	PAIR PLACEMATS	L	REC ROOM	E HOUSE
	NAPKINS, PLATES AND GLASSES WITH PEARS	L	REC ROOM	E HOUSE
1	SET CLEAR GLASSES/2 PLACEMATS	L	REC ROOM	E HOUSE
6	GREEN GLASSES W/ICE	L	REC ROOM	E HOUSE
1	WHITE TRAY	L	REC ROOM	E HOUSE
1	ICEBUCKET	L	REC ROOM	E HOUSE
1	WALL SHELF	L	REC ROOM	E HOUSE
1	ROSE FISH	L	REC ROOM	E HOUSE
2	PORTRHOLE MIRRORS	L	REC ROOM	E HOUSE
1	BRASS WALL BELL	L	REC ROOM	E HOUSE
1	BASKET	L	REC ROOM	E HOUSE
2	PINK VASES WITH STICKS	L	REC ROOM	E HOUSE
1	TEACUP AND SAUCER	L	REC ROOM	E HOUSE
1	ASHTRAY	L	REC ROOM	E HOUSE
1	BRASS FLOOR LAMP	L	REC ROOM	E HOUSE
1	ASSORTED SHELLS CORAL	L	REC ROOM	E HOUSE
2	TASSELED PILLOWS	L	REC ROOM	E HOUSE
2	WHITE PILLOWS	L	REC ROOM	E HOUSE
4	GREEN PILLOWS	L	REC ROOM	E HOUSE
1	PAIR LANDSCAPE PRINTS	L	HALL	E HOUSE
1	BASKET WITH PLANS	L	STUDY	E HOUSE
1	WHITE END TABLE	L	STUDY	E HOUSE
1	BULLETIN BOARD	L	STUDY	E HOUSE
1	DRAFTING TABLE WITH STOOL	L	STUDY	E HOUSE
1	DRAFTING LAMP	L	STUDY	E HOUSE
1	FLORAL PRINT	L	STUDY	E HOUSE
1	SAILING PRINT	L	STUDY	E HOUSE
	DRAFTING SUPPLIES	L	STUDY	E HOUSE
2	ROSE PILLOWS	L	STUDY	E HOUSE
1	LANDSCAPE LAYOUT	L	STUDY	E HOUSE
1	BRASS FLOOR LAMP	L	STUDY	E HOUSE
2	SHELL PRINTS/UP THE STAIRS	L	STUDY	E HOUSE
2	ROSE FISH	L	LL POWDER	E HOUSE
1	CLAM SHELL BASKET	L	LL POWDER	E HOUSE
1	WOVEN RUG	L	LL POWDER	E HOUSE
3	BATH TOWELS	L	LL POWDER	E HOUSE
2	HAND TOWELS	L	LL POWDER	E HOUSE
1	BASKET WITH SOAP	L	LL POWDER	E HOUSE
1	BASKET WITH POTPOURRI	L	LL POWDER	E HOUSE
1	FLOWERING PLANT	L	LL POWDER	E HOUSE
1	"SAILBOAT" PRINT	L	LL POWDER	E HOUSE
	MISCELLANEOUS SHELL SOAPS	L	LL POWDER	E HOUSE

Approved and agreed to this 17th day of June, 198 9

Lessee: HOME ENTERPRISES, INC. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: Walter D. Falk, Jr. By: Brian S. Connolly

Equipment Located At: Seven Oaks, Lot #4, E-Model, 2158 Colonel Way, Odenton, Md. 21113

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, which is identified as Financing Statement number 83488138 as filed with the Maryland State Department of Assessments and Taxation, in liber 3084, folio 2111, on December 13, 1988, and which is further identified as Financing Statement number 275699 as filed among the Land Records of Anne Arundel County, in liber 535, folio 396, on December 13, 1988.

1. NAME AND ADDRESS OF DEBTOR

Snow Enterprises, Inc.
1610 Whitehall Road
Annapolis MD 21401

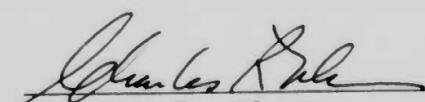
2. NAME AND ADDRESS OF SECURED PARTY

Charles R. Ulmer
175 City Island Avenue
Bronx, New York 10464

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
RECORD FEE 10.00
POSTAGE .50
#533140-0055 R01 712*36
08/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

4. This Termination Statement is executed in duplicate, each of which constitutes an original Termination Statement.


Charles R. Ulmer,
Secured Party

RETURN TO:

Ronald H. Jarashow, Esq.
Franch & Jarashow, PA
111 Cathedral St.
P.O. Box 827
Annapolis MD 21404-0827
21S.21

10/25/89



544 RE-347

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)
United Propane, Inc.
205 Angeles Road
Wilmington, OH 21103
(Van Winkle County)

2. Secured Party(ies) and address(es)
Chem-Trol Chemical Co.
2776 C.R. 69 Route #1
Gibsonburg, Ohio 43431
(Sandusky County)

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

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

S-1000 2-1.: 346807, 346808, 346906, 346907, and 346908.

NOTE NO. 1114

Subject to recording tax per S to Department of Revenue

496-520

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

RECORD FEE 12.00
POSTAGE .50
#125040 CTTT ROS 110:48
GR 08/07/89
H. ERLE SCHAEFER
#1127 CIRCLET 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:

Filed with: County Recorder

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

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date July 31 19 81

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

(3) Filing Officer Copy-Acknowledgement

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

278179

544 348

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

3 Maturity date (if any):

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

2 Secured Party(ies) and Address(es) HARBOR TRUCK SALES AND SERVICE, INC.

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

Tony N. Shorter
2566 Shorter Road
P.O. Box 4
Gambrills, MD 21054

2723 Annapolis Road
~~Associates Commercial Corp.~~
Baltimore, Md. 21230

RECORD FEE 21.00
REGISTERED OFFICE NO. 12104
08/27/87

CK H. ERIC SCHAFER
CIRCUIT COURT

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

1989 Freightliner FLC12064 Serial #1FVN2WY9XKH364683
with R/S Steel 14 1/2' Dump Body Serial #8903059

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONALS AELS CONTRACT
SIGNED BY DEBTOR.

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

Associates Commercial Corp
P.O. Box A
College Park, Md., 20740

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

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

Filed with: ANNE ARUNDEL COUNTY

1352578

Tony A. Shorter

HARBOR TRUCK SALES AND SERVICE, INC.

By:

Tony Shorter

Signature(s) of Debtor(s)

By:

Frank E. Schaffer

Signature(s) of Secured Party(ies)

Sec. Treas.

603469 Rev. 12-80

1—FILING OFFICER—ALPHABETICAL 1150

544 349

278180

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)

Norman T. Cully Excavation
Construction, Inc.
140 Bestgate Road
Annapolis, MD 21401

2 Secured Party(ies) and Address(es)

Baltimore Mack Trucks, Inc.
610 Nursery Road
Linthicum, MD 21090

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

RECORD FEE 11.00
FILING 1.00
RECORDING CHG. 11.00
20-01-89
CK BY ANNE ARUNDEL
BY DEB. DIRECTOR

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

1989 Mack Truck Serial No. 1M2P180C2KW004843
with Snyder Dump Body #14528

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT
SIGEND BY DEBTOR.

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

Associates Commercial Corporation
P.O. Box A
College Park, MD 20740

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

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

Filed with: ANNE ARUNDEL

Norman T. Cully Excavation Construction, Inc.

Baltimore Mack Trucks, Inc.

By:

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

By:

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

603469 Rev. 12-80

FILING OFFICER COPY-ALPHABETICAL

278151

544-350

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) Norman T. Cully Excavation Construction, Inc. 140 Bestgate Road Annapolis, MD 21401	2 Secured Party(ies) and Address(es) Baltimore Mack Trucks, Inc. 610 Nursery Road Linthicum, MD 21090	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 1989 Mack Truck Serial No. IM2P180C2KW004843 with Snyder Dump Body # 14528 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corporation P.O. Box A College Park, M D 20740

RECORD FEE
POSTAGE
CK
11/15/80

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

Norman T. Cully Excavation Construction, Inc.

Baltimore Mack Trucks, Inc.

By: X

Norman T. Cully
Signature(s) of Debtor(s)

By:

James V.P.
Signature(s) of Secured Party(ies)

603469 Rev 12-80

FILING OFFICER COPY-ALPHABETICAL

1150

544 351

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)

TransFinancial Leasing Corp.
The Steffey Bldg, Ste 200B
407 Crain Hwy
Glen Burnie, Md. 21061

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

A. I. Credit Corp.
160 Water Street
New York, N.Y. 10038

3. Maturity date (if any): None

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
CHECKS CK
H. ERLE SUMNER
ANNE ARUNDEL COUNTY

4. This statement refers to original Financing Statement bearing File No. 274421

Filed with Anne Arundel County Date Filed 9/7 19 88

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

10.

No. of additional Sheets presented:

A. I. Credit Corp.

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

By: Ernan Rodriguez, Operations
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

544 352

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)
Gould, Inc.
6711 Baymeadow Drive
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Hewlett-Packard Company
Finance & Remarketing Div.
972 E. Arques Avenue
Sunnyvale, CA 94086

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

RECORD FEE 10.00
#425740 C/TT R03 T10:40
09/07/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 258613
Filed with Anne Arundel County Date Filed 9-23-85 1985

- 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. Change debtor name to Martin Marietta Corp. located at 6711 Baymeadow Drive, Glen Burnie, MD 21061

4144-80709

No. of additional Sheets presented:

Martin Marietta Corp.

Hewlett-Packard Company

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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)

Gould, Inc.
6711 Baymeadow Drive
Glen Burnie, MD 21061

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

Hewlett-Packard Company
Finance & Remarketing Div.
972 E. Arques Avenue
Sunnyvale, CA 94086

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
H425730 0777 R03 T10:40
08/07/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. 0000000 26245

Filed with June Arnold

Date Filed 2-11-86

- 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. Change debtor name to Martin Marietta Corp. located at 6711 Baymeadow Drive, Glen Burnie, MD 21061

4144-81382

No. of additional Sheets presented:

Martin Marietta Corp.

Hewlett-Packard Company

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

544 354

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) Gould, Inc. 6711 Baymeadow Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Avenue Sunnyvale, CA 94086 PAGE 523	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 #425720 0777 R03 T10:39 09/07/89 H. EARLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>260508 LIBRARY 4941</u> Filed with <u>Hewlett-Packard Company</u> Date Filed <u>2-11-80</u> 19 <u>80</u>		

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

10. Change debtor name to Martin Marietta Corp. located at 6711 Baymeadow Drive, Glen Burnie, MD 21061

4144-81378

No. of additional Sheets presented:

Martin Marietta Corp.

Hewlett-Packard Company

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

278192

TO BE FILED WITH
Anne Arundel County
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

544 355

FINANCING STATEMENT

- 1. Name & Address of Debtor: SETH-CAMERON, INC.
1416 Annapolis Road
Odenton, Maryland 21113
- 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 Lots 7, 8, 9 and 10, Block X, GRANDE VIEW PARK, Severn, Maryland 21144, 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 Lots 7, 8, 9 and 10, Block X, GRANDE VIEW PARK, Severn, Maryland 21144, 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.

Debtor:
SETH-CAMERON, INC.

Secured Party:
SEVERN SAVINGS BANK, FSB

BY: [Signature]
HENRY R. SHINABERRY, Vice-
President

BY: [Signature]
ALAN J. HYATT, President

(**) Now being described as:

BEING known and designated as Lot No. 8-R as shown on a minor Subdivision Plat entitled, "Resubdivision of Block X, Lots 7,8,9,10, Grande View Park", which said Plat is recorded among the Land Records of Anne Arundel County in Liber HES 4767 folio 363.

11-93

RECORD FEE CK
POSTAGE
\$24.75
\$1.17
\$1.17

278133

544 356

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

Subject To Recording Tax On
Principal Amount Of
\$1,406,000.00 Which Was Paid
To The Clerk Of The Circuit
Court Of Anne Arundel County
Upon The Filing Of A Deed Of
Trust.

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

RECORD FEE 11.00
POSTAGE CK .50
RECORDING UNIT NO. 118415
APR 11/89
BY ERLE SCHAFER
AN ANNE ARUNDEL COUNTY CLERK

1. DEBTOR: CHESAPEAKE REALTY LIMITED
PARTNERSHIP
7221 Grayburn Drive
Glen Burnie, Maryland 21061

2. SECURED PARTY: SIGNET BANK/MARYLAND
7 St. Paul Street, 4th Floor
Baltimore, Maryland 21202
Attn.: Charles R. Lortz, Jr.,
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

C: /MAG/8266.FS
07/24/89

Page 1 of 4 Pages

JJ

T5019

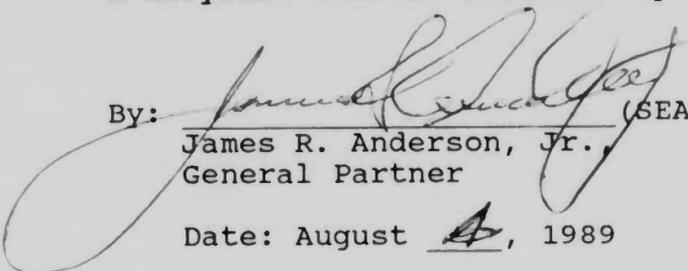
systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

CHESAPEAKE REALTY LIMITED
PARTNERSHIP,
A Maryland Limited Partnership

By:  (SEAL)

James R. Anderson, Jr.
General Partner

Date: August 4, 1989

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

Mark A. Gaspar, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (MAG) 8266

EXHIBIT A
(Description of the Real Property)

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the Plat entitled "MAYFIELD INDUSTRIAL PARK," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 99, folio 7.

BEING the same property which by Deed dated August 4, 1989, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto, was conveyed from Betson Avenue Associates, a Maryland general partnership, to Chesapeake Realty Limited Partnership, a Maryland limited partnership.

544 361

278135

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) Maryland Engineering Specialties 601 Cape McKinsey Drive Severna Park, Md 21146 Anne arundel County	2. Secured Party(ies) and address(es) Hewlett Packard Company Finance & Remarketing division 331 East Evelyn Avenue Mountain view, CA 94041	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 4/21/89 11:17 AM 309:48 CK H. EILE SCHAFER MR. D. LINDSEY LIGHT
4. This financing statement covers the following types (or items) of property: Hewlett Packard Equipment per the Attached Equipment Schedule **Debtor has Authorized Secured Party to File Proceeds of Collateral Are Covered		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 <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	
Maryland Engineering Specialties	
By Hewlett Packard Company, Its Attorney In Fact	Hewlett Packard Company
By: <u>Maria J. Collins</u> Signature(s) of Debtor(s)	By: <u>Maria J. Collins</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1750 STANDARD FORM - FORM UCC-1.

HEWLETT-PACKARD

RENTAL EQUIPMENT SCHEDULE ⁵⁴⁴ & PAYMENT ³⁶⁹ AGREEMENT

RUSH

LESSOR: HEWLETT-PACKARD COMPANY ("HP")
 Finance and Remarketing Division
 331 E. Evelyn Ave.
 Mountain View, CA 94041

Rental Equipment Schedule # _____

REF: Master Rental Agreement # _____

LESSEE: Maryland Engineering Specialties

("Customer")

601 Cape McKinsey Drive, Severna Park, Anne Arundel, MD 21146

John Sewell (301) 647-1035

CLERK'S NOTATION

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

Exhibits

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- Master Rental Agreement # _____
- HP Product Warranty, Form # 5954-1617 (D), Rev. 06-88
- Purchase Discount Agreement # _____
- HP Software Terms, Form # _____, Rev. _____
- Early Buyout Schedule 4/1/89
- Easyrent Rider

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- Customer Support Service Agreement, Exhibit No. _____
- _____

Terms and Conditions

1. Non-Cancellable Agreement: THIS RENTAL EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN

2. Term: The term of this Agreement for each item of Equipment covered hereunder shall commence upon the date HP executes the same and shall expire 36 months from the "Rent Commencement Date" (as defined in paragraph 3 below) or on the expiration of any applicable renewal period. However, if Customer has executed an Equipment Schedule and the Equipment ordered has been delivered prior to HP's execution thereof, the term of that Equipment Schedule shall be effective on the date of execution by Customer.

3. Rent: As monthly payment for the Equipment rented hereunder throughout the term hereof, Customer agrees to pay HP, its successors or assigns the sum of \$ 763.68 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment ("Rent Commencement Date").

4. Renewal, Extension, Cancellation: Provided that no event of default has occurred and is continuing to occur at the end of the ~~XXXXXX~~ Rental Term, Customer shall have the following options by providing HP with thirty (30) days' prior written notice of its intention:

$$\frac{\text{List Price of Equipment to be Purchased}}{\text{Total List Price of Equipment}} \times \left[\frac{\text{Total List Price of Equipment}}{\text{Above Referenced Volume}} \text{ LESS } \frac{\text{End User Purchase Agreement(s) Discount Percentage}}{\text{Above Referenced Volume}} \right]$$

(1) 20% of the list price of the Equipment to be purchased, whichever is higher, plus any accrued late charges and taxes applicable to the transfer of such Equipment.

(2) To renew all or some of the Equipment for an additional non-cancellable period of twelve (12) months for the:

$$\frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}} \times \left[\frac{\text{Original Monthly Payment}}{\text{Original Monthly Payment}} \text{ LESS: } 25\% \right]$$

To renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\frac{\text{List Price of Equipment to be Renewed}}{\text{Total List Price of Equipment}} \times \left[\frac{\text{Original Monthly Payment}}{\text{Original Monthly Payment}} \right]$$

To return, in accordance with paragraph 5 of the Master Rental Agreement, any Equipment covered by this Agreement that is not purchased or renewed.

36 month
[Signature]
 initial

If Customer fails to notify HP of its intentions thirty (30) days prior to the expiration of this Agreement, it is hereby agreed that Customer shall renew all of the Equipment hereunder in accordance with option (iii) above until such notice is received by HP.

During the month-to-month renewal period, Customer may return all of the Equipment in accordance with option (iv) above, or purchase all of the Equipment covered by this Agreement for the price computed in accordance with option (i) above, or renew this Agreement for an additional non-cancellable period of twelve (12) months at a reduced monthly rental pursuant to option (ii) above, by providing HP with thirty (30) days' prior written notice.

If Customer exercises its option to purchase the Equipment, it is sold in its then "as is" condition at its location when the option is exercised. Purchase option payments shall be due and payable net thirty (30) days from date of HP's invoice. ANY PURCHASE OPTION PAYMENT WHICH REMAINS OVERDUE FOR MORE THAN TEN (10) DAYS SHALL BE SUBJECT TO A LATE CHARGE OF ONE AND ONE-HALF (1 1/2%) PERCENT PER MONTH. Such late charge assessment shall be in lieu of monthly rental payments while Customer's exercise of the option is pending.

Equipment Schedule:

Quantity	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price	Extended Monthly Rent
----------	-------	-------------	-----------------	-----------------	----------------	--------------------	-----------------------

See the attached equipment schedule.

CUSTOMER HEREBY NOMINATES AND APPOINTS HP AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

Total Net Price of Equipment \$ 27,770.00

TOTAL MONTHLY RENT \$ 763.68

*Rent does not include applicable use tax.

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Customer.

HEWLETT-PACKARD COMPANY

BY:

NAME:

DATE:

Maryland Engineering Specialties

CUSTOMER:

John M. Stewart
President

BOOK 544 PAGE 364

EQUIPMENT SCHEDULE :
Maryland Specialties Engineering

LEASE #:

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE(\$)	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)	EXTENDED MONTHLY PRICE (\$)
1	3562A	Signal analyzer	25750.00		25750.00	25750.00	708.13
1	W30	3 yrs. return repair	645.00		645.00	645.00	17.74
1	7440A	Graphics plotter	1295.00		1295.00	1295.00	35.61
1	10833A	Cable	80.00		80.00	80.00	2.20

NET PRICE-HARDWARE 27770.00
NET PRICE-SOFTWARE 0.00

TOTAL NET PRICE EQUIPMENT 27770.00
OTHER COSTS 0.00
LESS DOWN PAYMENT 0.00

=====

AMOUNT TO FINANCE 27770.00

PARTIES

Debtor name (last name first if individual) and mailing address:
DONALDSON PAUL G.
7959 TELEGRAPH RD., LOT 154
SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:
DONALDSON TAMMY J.
7959 TELEGRAPH RD., LOT 154
SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
PROFESSIONAL MH BROKERS
10401 LANHAM-SEVERN ROAD
LANHAM, MD 20706

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

PROFESSIONAL MH BROKERS
DC Irvine, agent

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **278136** **Date, Time, Filing Office** (stamped by filing officer):

BOOK 544 PAGE 365
RECORD FEE 12.00
FACILITY CITY AND COUNTY
CK 08/08/89 5

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of _____ County
 real estate records of _____ County

Number of Additional Sheets (if any): 7
Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1986 IMPERIAL 14 X 70
SERIAL # IH861215 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 DONALDSON PAUL G. *Paul Donaldson*
1a DONALDSON TAMMY J. *Tammy Donaldson*
1b

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

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 ANNAPOLIS BENDIX SALES & SERVICE INC
dba F & B APPLIANCES
Address 1991 WEST STREET
ANNAPOLIS, MD 21401

2. SECURED PARTY

Name GENERAL ELECTRIC COMPANY
CUSTOMER FINANCIAL SERVICES
Address 307 NORTH HURSTBOURNE LANE
PO BOX 34820
LOUISVILLE, KY 40232-4820

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

RECORD FEE 12.00
POSTAGE .50
RECORDING FEE 10.00
IN 10/18/87
CK
MR. CO. CIRCUIT CLERK

3. Maturity date of obligation (if any) _____

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

ALL INVENTORY AND/OR EQUIPMENT ACQUIRED BY DEBTOR AND WHEREVER LOCATED, BEARING THE TRADEMARK OR TRADE NAME OF "GENERAL ELECTRIC" AND/OR "HOTPOINT" TOGETHER WITH THE PROCEEDS OF SUCH INVENTORY. Name and address of Assignee

"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)

Louise M. Bolly President
(Signature of Debtor)

Louise M. Bolly
Type or Print Above Name on Above Line

Dominic C. Fourn V-P
(Signature of Debtor)

Dominic C Fourn V-P
Type or Print Above Signature on Above Line

Elizabeth Dobson
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1250

278158

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)

Maryland Pennysaver Group, Inc.
1342 Charwood Road
Hanover, MD 21076

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

Solna Web Inc.
6050 Connecticut
Kansas City, MO 64120

3. Maturity date (if any):

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

RECORD FEE 11.00
REGISTERED COPY FEE 10.00
2008/08/07

CK

H. W. SCHAFER
CLERK

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

One (1) Distributor 30 2+1 printing unit (22.75 cutoff).

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

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

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

Check If covered: Proceeds of Collateral are also covered. Products of Collateral are also covered.

No. of additional Sheets presented:

Filed with: State Dept. of Assessments/Circuit Clerk for Arundel County

Maryland Pennysaver Group, Inc.

Solna Web Inc.

By: (see attached)
Geoffrey Calderone
Signature(s) of Debtor(s)

By: Margaret E. Burton
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY ALPHABETICAL

544 369

278189

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)
Treanor, Michael P., Ind. & dba
Treanor's Cable T.V.
1193 Dorothy Road
Hanover, MD 21076

2 Secured Party(ies) and address(es)
Genesis Leasing Services, Inc.
Suite 200B, Century Plaza
P.O. Box 163
Lansdale, PA 19446

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:
1988 Burkeen Cable Plow w/boring unit S/N:B-30-759
(big foot tires, plow blade)

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

Not subject to recordation tax.

5. Assignee(s) of Secured Party and
Address(es)
Harbor Leasing Associates
701 Cathedral Street
Baltimore, MD 21201

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:

Michael P. Treanor, Ind. & dba
Treanor's Cable T.V.

Genesis Leasing Services, Inc.

By: *Michael Treanor*
Signature(s) of Debtor(s)

Title

By: *Michael M Weaver*
Signature(s) of Secured Party(ies)

Title

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

544 370

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #274231 Dated 8/18/88
Record Reference Book#531 Page#151

2. DEBTOR is:

Name: T/A Wootton Motor Cars, Inc.
(Last Name First)
Address: 8065 S. Ritchie Highway, Pasadena, Md. 21122

3. SECURED PARTY is:

Name: Signet Bank/Md.
Address: P.O. Box 1077, Baltimore, Md. 21203

RECORD FEE 20.00
FILING OFFICE 10.00
TOTAL 30.00
AUG 25 1988
CIVIL SERVICE

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

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

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Signet Bank/Md.

Date: 7/24/89, 19

By: [Signature] (Title)

15.8



544 371

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. #276139 Dated 1/15/89
Record Reference Book#537 Page#124 to #125

2. DEBTOR is:

Name: T/A Wootton Motor Cars (Last Name First)
Address: 8065 S. Ritchie Highway, Pasadena, Md. 21122

3. SECURED PARTY is:

Name: Signet Bank/Md.
Address: P.O. Box 1077, Baltimore, Md. 21203

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

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

Handwritten notes and stamps including 'CK' and 'AVR'.

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Signet Bank/Md.

Date: 7/24/89, 19

By: [Signature] AVR (Title)

(158)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 544 372

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

If transaction or transactions wholly or partially subject to 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 Tandem Computers Credit Corporation

Address 5300 Stevens Creek Blvd. San Jose, CA 95129

2. SECURED PARTY

Name Highline Financial Sevides, Inc.

Address 1881 9th Street, Suite 320 Boulder, CO 80302

Person And Address To Whom Statement Is To Be Returned 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 part hereof.

Name and address of Assignee

Equipment Location: 80000 Telegraph Road Severn, MD 21144

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 Austin 7125189 V.P. (Signature of Debtor)

Tandem Computers Credit Corporation Type or Print Above Name on Above Line

Melanie Austin 7125189 V.P. (Signature of Debtor)

Tandem Computers Credit Corporation Type or Print Above Signature on Above Line

(Signature of Secured Party)

Highline Financial Services, Inc. Type or Print Above Signature on Above Line

135

EXHIBIT A

Certain computer equipment and peripherals as more fully described in the equipment list attached hereto and made a part hereof (the "Equipment"), including all substitutions, additions, accessions and replacements thereto, and thereof, now and hereafter installed in, affixed to, or used in conjunction with the Equipment, that certain lease relating to the Equipment dated as of May 1, 1989 entered into between Debtor as Lessor and Mack Trucks, Inc., Debtor-in-Possession, as Lessee (the "Lease"), including Schedule 002 to the Lease, the proceeds of the Equipment, all payments due and to become due pursuant to the Lease and Schedule 002 to the Lease, insurance proceeds, and other proceeds and payments due and to become due arising from or relating to the Equipment, the Lease, and Schedule 002.

EXHIBIT A

SCHEDULE 002

LEASE AGREEMENT #

EQUIPMENT DESCRIPTION

MISCELLANEOUS EQUIPMENT LIST:

SYSTEM - ADD ON	PRODUCT NUMBER	DESCRIPTION	QTY	EXTENDED TOTAL
5489 - 22	T/24PAX	VLX 16MB PRIOR TO EXCH	2	109,000.00
	T/3120-1	DISK CONTROLLER	6	120,000.00
	T/4160	DISK CABINET	2	199,500.00
	T/ID-16	3120 TO P PANEL CABLE, 16'	6	0.00
	T/ID-50	EXTERNAL CABLE, 50'	6	450.00
	T/ID-JC	JMPR-SINGLE STRING CABLE	2	0.00
	T/ID-TM	TERMINATORS, 2 STRINGS	4	0.00
TOTAL:				428,950.00
7.0 % DISCOUNT:				(30,026.50)
AGGREGATE ACQUISITION:				\$ 398,923.50

Freight and installation to be invoiced and remitted separately.

mack.list2

278131

AA Co
C-02-07242-9

STATE OF MARYLAND

544 REC 375

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Seay, Henry W., Jr.
Address 1277 Lavall Dr. Davidsonville, MD 21035

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. 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)

ASSIGNEE OF THE SECURED PARTY
First Interstate Credit Alliance, Inc.
500 DiGiulian Blvd.
P.O. Box 1680
Glen Burnie, MD 21061

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

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 W. Seay, Jr.
(Signature of Debtor)

Henry W. Seay, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

(Signature of Secured Party)

Bill Fenwick, Pres
Type or Print Above Signature on Above Line

1350

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

544 PAGE 376

TO: Washington Freightliner, Inc. ("Seller") FROM: Henry W. Seay, Jr. ("Buyer")
201 Ritchie Rd. Bldg. A Capitol Heights, MD 20743 1277 Lavall Dr. Davidsonville, MD 21035
(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) 1985 Freightliner Model FLC120645 Dump Truck, S/N 1FVXYBY97FH259427 w/15' R & S Steel Dump Body	(1) TIME SALES PRICE	\$ 52,046.64
	(2) Less DOWN PAYMENT In Cash	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 52,046.64
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:
1277 Lavall Dr. Davidsonville 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 Fifty two thousand forty six and 64/100 Dollars (\$ 52,046.64) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 2nd day of September, 19 89 and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,445.74 and the final installment being in the amount of \$ 1,445.74 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: July 31 19 89 BUYER(S)-MAKER(S):
 Accepted: Washington Freightliner, Inc. (SEAL) Henry W. Seay, Jr. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: [Signature]
(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 _____

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

278132

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Seay, Henry W.

Address 1277 Laval Dr. Davidsonville, MD 21035

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Road Capitol Heights, MD 20743

First Interstate Credit Alliance, Inc. 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)

ASSIGNEE OF THE SECURED PARTY
First Interstate Credit Alliance, Inc.
500 DiGiulian Blvd.
P.O. Box 1680
Glen Burnie, MD 21061

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

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 W. Seay
Henry W. Seay
(Signature of Debtor)

Henry W. Seay Jr. owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

Bill Fenwick Pres
(Signature of Secured Party)

Bill Fenwick Pres
Type or Print Above Signature on Above Line

135.00

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 544 PAGE 379

TO: Washington Freightliner, Inc. FROM: Henry W. Seay
 (Seller) ("Buyer")
201 Ritchie Road Capitol Heights, MD 20743 1277 Lavall Dr. Davidsonville, MD 21035
 (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) 1989 Freightliner Model FLC12064 Dump Truck S/N 1FVN2EC9XKH355984 with 14.6 ft. Steel Westhaven Body *See Schedule "A" attached hereto and made a part hereof for payment schedule	(1) TIME SALES PRICE	\$ 119,933.80
	(2) Less DOWN PAYMENT In Cash	\$ 10,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 109,933.80
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:

1277 Lavall Dr. Davidsonville Anne Arundel MD
 (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 ~~One hundred nine thousand nine hundred thirty three and 80/100~~ 109,933.80 Dollars (\$ 109,933.80) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 17th day of September, 19 89, and continuing on the same date each month thereafter until paid; the first 1 installments each being in the amount of \$ 1,832.23 and the final installment being in the amount of \$ 1,832.23 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: July 31 19 89 BUYER(S)-MAKER(S):
 Accepted: Washington Freightliner, Inc. (SEAL) Henry W. Seay (SEAL)
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: _____ By: _____
 (Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 (SEAL)
 By: _____
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

3

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.)_____ (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: July 31, 19 89 Washington Freightliner, Inc. (SEAL) } Signature of Seller
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 8,400.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Pasadena Furniture and Appliance Co., Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Mary Jane McDonough (Name of Loan Officer)
**** 2926 Mountain Road	40 W. Chesapeake Avenue, Suite 308
(Address)	(Address)
Pasadena, Maryland 21122	Towson, Maryland 21204

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

ALL ASSETS

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: Atman Properties (for Millersville location)
John R. Kenney, Jr. and Margaret R. Kenney (for Pasadena location)

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>
Pasadena Furniture and Appliance Co., Inc. (Seal)	(Seal)
by: <u>John R. Kenney, Jr.</u> (Seal)	(Seal)
(Signature)	(Signature)
John R. Kenney, Jr., President	(Print or Type Name)
(Print or Type Name)	(Print or Type Name)

*** Additional Address
 8213 Cloverleaf Drive
 Millersville, MD 21108

[Handwritten signature and initials]

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>① Coulson Family Enterprises, Inc. ② T/A Ritchie Automotive, Inc. 7162 Rithcie Highway Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Renee Vick - TOLCO</u></p> <hr/> <p>Return to Secured Party</p>
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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 used car dealership (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. All furniture and fixtures now owned or hereafter acquired and all proceeds and products thereof in any form whatsoever.

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: \$ 125,000

DEBTOR:

SECURED PARTY:
SIGNET BANK/MARYLAND

COULSON FAMILY ENTERPRISES, INC.
(Type Name)

By: [Signature]
Owen A. McGlynn, Jr.
Vice President
(Type Name)

By: [Signature]
Richard S. Coulson, President

July 31 19 89
(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. ~~VXXXXXX~~

TO BE RECORDED among the land records and financing statement records of Anne Arundel County and the State Department of Assessments and Taxation. Recordation Taxes in the amount of \$875.00 have been paid in Anne Arundel County.

RECEIVED

AUG 3 1989

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875
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544 THE 383

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)
Coulson Family Enterprises, Inc.
7162 Ritchie Highway
Glen Burnie, Maryland 21061

2. Secured Party(ies) and address(es)
Centrabank (n/k/a NCNB/Maryland)
201 N. Charles Street
Baltimore, Maryland 21201

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECEIVED
JUL 30 1987
ANNE ARUNDEL COUNTY
MARYLAND

4. This statement refers to original Financing Statement bearing File No. 26844, L.515.f.229
Filed with Anne Arundel County Date Filed ~~XXXXXX~~ July 30 1987

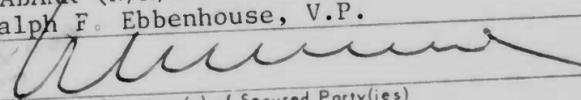
- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment.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

10. TO BE RECORDED IN THE FINANCIAL STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NCNB National Bank of Maryland
(All references herein to "NCNB", "Bank" or
"NCNB Bank of Maryland" mean
NCNB National Bank of Maryland)

No. of additional Sheets presented:

CENTRABANK (N/K/A NCNB/Maryland)
By: Ralph F. Ebbenhause, V.P.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

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 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 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Pacom Leasing Corporation

Address 1221 Southwest Yamhill

Portland, Oregon 97205

Person And Address To Whom Statement Is To Be Returned 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 Paccom Leasing Corporation of certain lease payments under certain True Lease Assignment dated 2/22/89, Schedule # 01, dated 2/22/89, between Assignor as Lessor and LEASE ACCOUNT # 122098 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:

- 1 (one) DEC 30" x 70' Lattice Frame Conveyor
- 1 (one) DEC 24" x 70' Lattice Frame Conveyor
- 1 (one) DEC 24" x 40' Lattice Frame Conveyor
- 1 (one) DEC 30" x 20' Channel Frame Conveyor
- 1 (one) Cedar Rapids 4' x 12' Screen and Frame

Recycling Center
05345

CHECK THE LINES WHICH APPLY

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

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

Pacom Leasing Corporation

Tracy Hill
(Signature of Secured Party)

TRACY HILL
Type or Print Above Name on Above Line

Filed in Anne Arundel County

FILE

11/8

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15265

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1562.03

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

This financing statement Dated 8-2-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERTO AND EDUVIGIS ARJONA

Address 236-A WOODHILL DR., GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address 7164-D E. FURNACE BRANCH RD., GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY" BMX BICYCLE, RADIO, CASSETTE, STEREO, MAGNAVOX TV, MAGNAVOX VCR, CHEVY MICROWAVE, DINING ROOM

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

x Roberto E. Arjona Jr. (Signature of Debtor)

ROBERTO E. ARJONA, JR. Type or Print Above Name on Above Line

x Edivigis C. Arjona R. (Signature of Debtor)

EDUVIGIS C. ARJONA R. Type or Print Above Signature on Above Line

S. C. Campbell (Signature of Secured Party)

S. C. CAMPBELL, ASST. MGR. Type or Print Above Signature on Above Line

12-14-89

544 386

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

3. Maturity date (if any): 5/10/85
For Filing Officer (Date, Time and Filing Office)

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

Trans-American Leasing Corp.
The Steffey Bldg. Ste. 200-B
407 Crain Highway
Glen Burnie, MD 21061

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

Assignee:
Baltimore Federal Financial,
P.O. Box 116 F.S.A.
Baltimore, MD 21203

Folio#1

4. This statement refers to original Financing Statement bearing File No. 252666 Book#475

Filed with Anne Arundel Co. Date Filed July 20 1984

CK

- 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.

No. of additional Sheets presented:

Assignee:

Baltimore Federal Financial, F.S.A.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1000

544 REC 387

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 271751 recorded in Liber 523, Folio 302 on February 24, 1988 (date)

1. DEBTOR(S):

Name(s): Ron's Inc.
Address(es): 2006 West Street
Annapolis, Maryland 21401

2. SECURED PARTY:

Name: First Annapolis Savings Bank, FSB, formerly First Federal Savings and Loan Association of Annapolis
Address: 1832 George St.
Annapolis, MD 21401

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

RECORD FEE 10.00
POSTAGE .50
#428050 0777 R03 T10:23
08/18/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

8.

9. DEBTOR:

[Handwritten signature]

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis

By Cathy A. Hinkel

Cathy A. Hinkel, Assistant Vice President
(Type Name and Title)

544 REC 388

MAIL TO:
Eastern Savings Bank FSB
11350 McCormick Rd., Ste. 200
Hunt Valley, MD 21031

FINANCING STATEMENT
(To Be Used Where The Collateral Is Fixtures)

278197

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

1. DEBTOR: Evergreen Builders, Inc., a Maryland Corporation
(Name or Names—Last Name First)
2 Evergreen Road, Severna Park, MD 21146
(Address)

2. SECURED PARTY: Eastern Savings Bank, fsb, a federally chartered
(Name or Names) savings bank
11350 McCormick Road, Ste. 200, Hunt Valley, MD 21031
(Address)

3. ASSIGNEE (If any)
OF SECURED PARTY: _____
(Name or Names)

(Address)

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

SEE EXHIBIT "B"

5. The land upon which the above described collateral is or is to be located is described as follows:

SEE EXHIBIT "A"

RECORD FEE 13.00
CK POSTAGE .50
#634380 0345 R01 710438

(If additional sheets are attached hereto, state number thereof: two)

6. Proceeds of collateral are covered hereunder: YES NO
7. This transaction (is) ~~XXXXX~~ exempt from the Recordation Tax.

09/08/89

8. The principal amount of the debt initially incurred is: \$172,000.00
Recordation Tax paid to Clerk of Circuit Court of Anne Arundel Co.

9. Filed with: Financing Statement records of Anne Arundel County

10. RETURN TO: David Daneker, Semmes, Bowen & Semmes, 250 W. Pratt St.,
Baltimore, MD 21201

Dated this 6th day of July, 1989

DEBTOR: EVERGREEN BUILDERS, INC.

By: Richard E. Nash, Jr., President

(Title)

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

UCC-1

JP

544 389

EXHIBIT "A"

EVERGREEN BUILDERS, INC.

BEING KNOWN AND DESIGNATED as Lot Number 25, as shown on the Plat of BAY HIGHLANDS, made by J. Revell Carr, County Surveyor, Annapolis, Maryland, April, 1925, recorded in the Land Records of Anne Arundel County, Plat Book 9, Page 49.



EXHIBIT "B"

EVERGREEN BUILDERS, INC.

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

STATE OF MARYLAND

544 391

TO BE FILED IN ANNE ARUNDEL COUNTY
FINANCING STATEMENT RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274618

RECORDED IN LIBER 532 FOLIO 275 ON 9/21/88 (DATE)

1. DEBTOR

Name WINMEYER COMMONS I, II, III, and IV LIMITED PARTNERSHIPS
C/O Trammell Crow Company
Address 1001 30th Street, N.W. - Suite 500
Washington, D. C. 20007

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND
Commercial Real Estate Division
Address Mail Code 109-900
110 South Paca Street, Baltimore, Maryland 21201

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

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

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

POSTAGE *CR* .50
#634400 2345 R01 711403
08/08/89
H. ERLE SCHAFER
CIRCUIT COURT

RETURN TO: Commercial Settlements, Inc.
1413 K Street, N.W., 12th Floor
Washington, D.C. 20005
Attn: Lisa R. Mele
89-1224/SSL/LRM

CHECK FORM OF STATEMENT

THE FIRST NATIONAL BANK
OF MARYLAND

Dated May, 1989

Patricia A. Blair
(Signature of Secured Party)

Type or Print Above Name on Above Line

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)

Thacker Oldsmobile-Cadillac, Inc.
34 Hudson Street
Annapolis, MD 21401

Bay National Bank
2661 Riva Road
Annapolis, MD 21401

4. This statement refers to original Financing Statement bearing File No. 278071

Filed with Anne Arundel County Date Filed July 25 1989

RECEIVED
POSTAGE
BY MAIL
CR

- 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:

Bay National Bank

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

3

544 393

278193

FINANCING STATEMENT

- 1. X To Be Recorded among the Financing Statements Records and Land 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 Two Hundred Eighty Thousand Dollars (\$280,000.00) in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

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

Wayne G. Proud 688 Hillmead Road
 Janet M. Proud Edgewater, Maryland 21037

6. Secured Party Address

First National Bank of Maryland 18 West Street
 Annapolis, Maryland 21401

RECORD FEE 14.00
 POSTAGE CK .50
 8635090 0345 R01 115:15
 02/09/89

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(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated August 7, 1989 from Debtor(s) to Donald C. Bittner and Norman S. Hovermail, Trustees (the Deed of Trust), all property being known and designated as 5610 Battee Road, Churchton, Maryland, and 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 if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

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

14



DEBTOR(S) :

SECURED PARTY:

Wayne G. Proud (SEAL)
WAYNE G. PROUD

FIRST NATIONAL BANK OF MARYLAND

Janet M. Proud (SEAL)
JANET M. PROUD

BY: Stephanie Yancy (SEAL)
STEPHANIE YANCY,
Assistant Vice President

Mr. Clerk: Please return to:

William H. Buck
P.O. Box 1911
Annapolis, Maryland 21404

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING for the same at a point in the head of a cove of Broadwater Creek at the end of the North 81° 27' West 491.26 foot line running along part of the south side of Block (25) as shown on the Plat of "Franklin Manor Beach" recorded among the Plat Records of Anne Arundel County in Plat Book 14, page 4; said point also being (as corrected to magnetic North of 1963), North 74° 19' West, 187.50 feet from the southwest corner of Lot (1), Block (25), as shown on the above plat of Franklin Manor Beach; thence running from said beginning point so fixed and leaving Broadwater Creek and running with part of the westernmost outline of said Franklin Manor Beach, North 18° 28' East, 23.46 feet to a point at the southeast corner of the conveyance from Franklin Manor Beach Company to Edward J. Fletcher and June S. Fletcher, his wife, by deed dated March 20, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1645, folio 592; thence with the east outline of said last mentioned conveyance and still with the westernmost outline of Franklin Manor Beach, North 18° 28' East, 140.71 feet to a stone found; thence continuing North 18° 28' East, 357.22 feet to a pipe set on the south side of Franklin Manor Beach Road; thence leaving the aforesaid conveyance to Fletcher (LNP No. 1645, folio 592) and with Franklin Manor Road, South 55° 09' 50" East, 3.33 feet to a point where said road intersects the west side of Battee Road leading to Cape Anne; thence with said road, South 07° 08' West, 525.51 feet to a pipe set in the above mentioned North 81° 27' West 491.26 foot line, as shown on the Plat of Franklin Manor Beach; thence leaving said Battee Road and with part of said line as aforesaid, North 74° 19' West, 106.59 feet to the place of beginning; containing 0.66 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in January, 1964.

Being the remaining part of the unnumbered area lying west of what is now known as Battee Road leading into Cape Anne which runs along the west side of Blocks (25) and (33), Franklin Manor Beach, Plat Book 14, page 4.

PARCEL NO. 2:

BEGINNING at a pipe found at the northeast corner of the herein described parcel of land on the south side of Franklin Manor Beach Road and near the intersection with Battee Road (80 feet wide), and bearing from this beginning pipe, South 18° 28' West, 497.91 feet to a point in Broadwater Creek, passing over along this line a stone found 357.22 feet from its beginning point and a reference pipe now set 15.71 feet from its end point, then bearing North 55° 12' West, 244.35 feet to a pipe found at a corner of the herein described parcel and a conveyance from Winson G. Gott, Jr., Trustee, to Robert L. Cunningham and wife, by deed dated February 13, 1968 and recorded among the Land Records of Anne Arundel County on February 16, 1968, then bearing with the easternmost outline of said Cunningham lot, reversely, North 34° 06' 30" East, 474.76 feet to a pipe found on the south edge, 15 feet from the center line of Franklin Manor Road, then bearing along the south edge of said road, South 56° 48' 30" East, 110.09 feet to the place of beginning. Containing within the above mentioned courses and distances 1.940 acres of land.

278200

FIXTURE FINANCING STATEMENT

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

TO BE RECORDED IN THE:

(X) ^{FINANCING} Records of Anne Arundel County, Maryland

1. NAME AND ADDRESS OF DEBTOR:

Wayne G. Proud
Janet M. Proud

5610 Battce Drive
Churchton, Maryland 20733

2. NAME AND ADDRESS OF SECURED PARTY:

Department of Economic and Employment Development

217 East Redwood Street, Suite 2246
Baltimore, Maryland 21202

RECORD FEE 18.00
POSTAGE CK .50
#335150 0345 R01 T15417
08/08/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

- A. Equipment. The interest of the Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances, and other goods, chattels, and personal property of every kind and nature whatsoever at any time located on the premises hereinafter referred to or used in connection with the present or future operation of such premises, and now or hereafter acquired by the Debtor, including but not limited to, all heating, lighting, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating, and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts, and compressors, and all renewals or replacements thereof or articles in substitution therefor, whether now located or hereafter located or installed on the premises described in Exhibit A attached hereto.
- B. Leases. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor or lessee of any part or parcel of the premises described in Exhibit A and

8

the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

- C. Contracts of Sale. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all contracts of sale executed by the Debtor, as seller of any part, parcel or interest in the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.
 - D. Miscellaneous. All general intangibles, actions, and rights in action with respect to the real and personal property described herein and in Exhibit A, including but not limited to all rights to insurance and condemnation proceeds.
 - E. Proceeds and Products. Proceeds and products of the collateral are also covered.
4. Not subject to recordation tax.

DEBTOR:

Janet M. Proud (SEAL)
Janet M. Proud

Wayne G. Proud (SEAL)
Wayne G. Proud

RETURN TO:

Director
Child Care Facilities Direct Loan Fund
Department of Economic and Employment Development
Redwood Tower, Suite 2246
217 East Redwood Street
Baltimore, Maryland 21202

JCS/D-21:03

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING for the same at a point in the head of a cove of Broadwater Creek at the end of the North 81° 27' West 491.26 foot line running along part of the south side of Block (25) as shown on the Plat of "Franklin Manor Beach" recorded among the Plat Records of Anne Arundel County in Plat Book 14, page 4; said point also being (as corrected to magnetic North of 1963), North 74° 19' West, 187.50 feet from the southwest corner of Lot (1), Block (25), as shown on the above plat of Franklin Manor Beach; thence running from said beginning point so fixed and leaving Broadwater Creek and running with part of the westernmost outline of said Franklin Manor Beach, North 18° 28' East, 23.46 feet to a point at the southeast corner of the conveyance from Franklin Manor Beach Company to Edward J. Fletcher and June S. Fletcher, his wife, by deed dated March 20, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1645, folio 592; thence with the east outline of said last mentioned conveyance and still with the westernmost outline of Franklin Manor Beach, North 18° 28' East, 140.71 feet to a stone found; thence continuing North 18° 28' East, 357.22 feet to a pipe set on the south side of Franklin Manor Beach Road; thence leaving the aforesaid conveyance to Fletcher (LNP No. 1645, folio 592) and with Franklin Manor Road, South 55° 09' 50" East, 3.33 feet to a point where said road intersects the west side of Battee Road leading to Cape Anne; thence with said road, South 07° 08' West, 525.51 feet to a pipe set in the above mentioned North 81° 27' West 491.26 foot line, as shown on the Plat of Franklin Manor Beach; thence leaving said Battee Road and with part of said line as aforesaid, North 74° 19' West, 106.59 feet to the place of beginning; containing 0.66 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in January, 1964.

Being the remaining part of the unnumbered area lying west of what is now known as Battee Road leading into Cape Anne which runs along the west side of Blocks (25) and (33), Franklin Manor Beach, Plat Book 14, page 4.

PARCEL NO. 2:

BEGINNING at a pipe found at the northeast corner of the herein described parcel of land on the south side of Franklin Manor Beach Road and near the intersection with Battee Road (80 feet wide), and bearing from this beginning pipe, South 18° 28' West, 497.91 feet to a

point in Broadwater Creek, passing over along this line a stone found 357.22 feet from its beginning point and a reference pipe now set 15.71 feet from its end point, then bearing North 55° 12' West, 244.35 feet to a pipe found at a corner of the herein described parcel and a conveyance from Winson G. Gott, Jr., Trustee, to Robert L. Cunningham and wife, by deed dated February 13, 1968 and recorded among the Land Records of Anne Arundel County on February 16, 1968, then bearing with the easternmost outline of said Cunningham lot, reversely, North 34° 06' 30" East, 474.76 feet to a pipe found on the south edge, 15 feet from the center line of Franklin Manor Road, then bearing along the south edge of said road, South 56° 48' 30" East, 110.09 feet to the place of beginning. Containing within the above mentioned courses and distances 1.940 acres of land.

point in Broadwater Creek, passing over along this line a stone found 357.22 feet from its beginning point and a reference pipe now set 15.71 feet from its end point, then bearing North 55° 12' West, 244.35 feet to a pipe found at a corner of the herein described parcel and a conveyance from Winson G. Gott, Jr., Trustee, to Robert L. Cunningham and wife, by deed dated February 13, 1968 and recorded among the Land Records of Anne Arundel County on February 16, 1968, then bearing with the easternmost outline of said Cunningham lot, reversely, North 34° 06' 30" East, 474.76 feet to a pipe found on the south edge, 15 feet from the center line of Franklin Manor Road, then bearing along the south edge of said road, South 56° 48' 30" East, 110.09 feet to the place of beginning. Containing within the above mentioned courses and distances 1.940 acres of land.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1, 5.11 PAGE 4/12 Identifying File No. 278201

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

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

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

This financing statement Dated 8/4/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Diversified General Contracting, Inc.
Address 7607 Paradise Beach Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name The Bank of Glen Burnie
Address P.O. Drawer 70 Glen Burnie Maryland 21061

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

3. Maturity date of obligation (if any) 8/4/92

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

IBM Personal Typing System Model #1
CPU #0022401, Wheelwriter Printer #0016300
Color Display #0043943
20 MEG Hard Drive
Sheet Feeder
Pin Feed

RECORD FEE \$K 6.00
POSTAGE .30
#42772 STATE AND DISTRICT
8/27/89
H. J. WILSON
AA CO. COUNTY 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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

DIVERSIFIED GENERAL CONTRACTING, INC.

X [Signature]
Craig A. Briggs (Signature of Debtor)

* Type or Print Above Name on Above Line

X [Signature]
Cherie L. Briggs (Signature of Debtor)

Type or Print Above Signature on Above Line

132

THE BANK OF GLEN BURNIE

[Signature]
Lois Myers (Signature of Secured Party)

Lois Myers - Branch Manager

Type or Print Above Signature on Above Line

BOOK 544 PAGE 403

278202

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Hardin-Huber, Inc. 1230 Cronson Blvd. Crofton, MD 21114	2 Secured Party(ies) and address(es) Clarklift of Rochester, Inc. 1200 Pittsford Victor Rd. Drawer A Pittsford, NY 14534	3 For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED 11:30 POSTAL 1:30 CK BALANCE SHEET NO. 1411 1/1/89

Anne Arundel K#253832

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

- 1 1981 Clark C500YS80 Forklift Truck s/n Y685-77-4845 147" Standard upright, 48" long pallet forks, 48" load back rest, gasoline fuel, side shifter. 7450# Capacity @ 24" load center @ 147" maximum fork height with side shifter

Equipment Location: 1041 Ridge Road West
Rochester, NY 14615

Assignee of Secured Party:
Clark Equipment Credit Corporation
Circle drive
Buchanan, MI 49107-1395

Proceeds ~~XXXXXX~~ of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

Hardin-Huber, Inc.

Michael W. Huber

Signature(s) of Debtor (Or Assignor)

Clarklift of Rochester, Inc.

[Signature]

Signature(s) of Secured Party (Or Assignee)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC 544 REG 404 Identifying File No. 278203

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

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

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

This financing statement Dated July 25, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joseph Schnitzer Hillen Tire & Rubber Corporation
Address 7431 Ritchie Hwy., Glen Burnie, MD

2. SECURED PARTY

Name Cooper Tire & Rubber Co.
Address P.O. Box 550, Findlay, OH 45839

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

3. Maturity date of obligation (if any)

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

Debtor hereby grants and assigns to secured party a security interest in all inventory of Cooper tires and tubes now held or hereinafter acquired. All inventory of tires and tubes of any other brand, whether or not manufactured by Cooper, if delivered, sold or distributed to Customer by or through Cooper Tire & Rubber Company (hereinafter collectively called "Inventory"). All accounts receivable and contract rights now in existence or hereafter created as a result of sale or other disposition of all or any portion of such Inventory and all related books and records. All proceeds and products resulting from the sale of all or any portion of such Inventory.

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)

JOSEPH SCHNITZER HILLEN TIRE & RUBBER CORPORATION

(Signature of Debtor)

Type or Print Above Name on Above Line
I. Jerome Schnitzer, Pres.
(Signature of Debtor)

I. Jerome Schnitzer, President
Type or Print Above Signature on Above Line

COOPER TIRE & RUBBER CO.

(Signature of Secured Party)

Thomas J. Biniak, Director of Credit
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278204

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

If transaction or transactions wholly or partially subject to 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 Crown Drug Inc. Name t/a Crown Drug Address 8585 Ft. Smallwood Road, Pasadena, MD 21122

2. SECURED PARTY McKesson Drug Corporation Name t/a Loewy Drug Company, Inc. Address 6801 Quad Avenue, Baltimore, MD 21237 J.J. Yurko, Area Credit Manager (same address as above) Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) "All of Debtor's equipment and fixtures, inventory, accounts and accounts receivable, contract rights and chattel paper and general intangibles, now in existence or hereafter, acquired and arising as more specifically set forth on Exhibit "A" attached hereto and made a part hereof".

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) LEE A. AHLSTROM, PRESIDENT Type or Print Above Signature on Above Line Lee Ahlstrom (Signature of Debtor) Type or Print Above Signature on Above Line

(Signature of Secured Party) J.J. YURKO, AREA CREDIT MANAGER Type or Print Above Name on Above Line

1270

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Crown Drug Inc.
t/a Crown Drug
8585 Ft. Smallwood Road
Pasadena, MD 21122

Secured Party:

McKesson Drug Corporation
t/a Loewy Drug Company, Inc.
6801 Quad Avenue
Baltimore, MD 21237

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

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable") presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

Exhibit "A"

FINANCING STATEMENT

FORM 544 PAGE 407

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$ 10,000.00.

1. Name of Debtor(s): Alexanders Fine Jewelry, Inc.
 Address: 122 Main Street
 Annapolis, MD 21401

278205

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:

- All inventory of Debtor, whether now owned or hereafter acquired;
- All equipment of Debtor, whether now owned or hereafter acquired;
- All accounts of Debtor, whether now existing or hereafter arising;
- All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- Other (which may include specific items of the types of collateral described above) All furniture and leasehold improvements of Debtor, whether now owned or hereafter acquired.

(_____ if necessary to describe other collateral, Supplemental List of Collateral Number _____ is attached to, and made a part of, this Security Agreement);

- together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Alexanders Fine Jewelry, Inc.
 Debtor(s):

By: George C. Sataras
 George C. Sataras, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein
 David E. Klein, 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)

RECEIVED THE
 RECEIVED BY
 MISTAKE
 CK
 11 JUL 1987
 AM CO. DEPT. 107

TO BE FILED WITH
Anne Arundel County
RECORDATION TAX PAID TO
Anne Arundel County AT TIME
OF RECORDATION OF DEED OF TRUST

BOOK 544 PAGE 408

278206

FINANCING STATEMENT

1. Name & Address of Debtor: RCS DEVELOPMENTS, INC. and ROBERT C. SHOLAR
P.O. Box 4088
Annapolis, Maryland 21403
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 3302 Shore Drive, Oyster Harbor, Annapolis, Maryland 21403, 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 3302 Shore Drive, Annapolis, Maryland 21403, 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.

Debtor:

RCS DEVELOPMENTS, INC.

BY: Robert C. Sholar
ROBERT C. SHOLAR, President

Robert C. Sholar
ROBERT C. SHOLAR

Secured Party:

SEVERN SAVINGS BANK, FSB

BY: Alan J. Hyatt
Alan J. Hyatt, President

12
L

EXHIBIT "A"

BOOK 544 PAGE 409

BEING KNOWN AND DESIGNATED as Lot Numbered Four (4), of Block Five (5), as shown on the Plat of "OYSTER HARBOR, INC.", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 9.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

FORM UCC-1

544

Identifying File No. 278208

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

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

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

This financing statement Dated August 3, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffman - Green Leasing, Inc.

Address 6913 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK

Address 7290 MONTGOMERY ROAD

ELKRIDGE, MARYLAND 21227

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

RECORD FEE 11.00
POSTAGE CK 1.50
FILING OFFICE NO. 114429
12/07/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) November 3, 1993

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

Assignment of Lease #1310 Between Hoffman - Green Leasing, Inc. (the lessor) and Reliable Homes Corporation (the lessee) dated 10/17/88 for all equipment listed in Schedule A.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gene Walman VP
(Signature of Debtor)

Gene Walman, Vice President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Adolphus W. Emmons III
(Signature of Secured Party)

Adolphus W. Emmons, III, Vice President

Type or Print Above Signature on Above Line

1/1/89

SCHEDULE A

FINANCING STATEMENT BETWEEN
HOFFMAN-GREEN LEASING, INC.
(DEBTOR) AND ELKRIDGE NATIONAL
BANK (SECURED PARTY)

BOOK 544 PAGE 412

OSI 386 / Intel 386 Custom Computer System

OSI 386 Tower Computer (16 User System, Expandable) SN 88817-0036678
Custom configuration
Console Monochrome Monitor & Monitor Card SN 8831-1750
101 Style Keyboard
80386 16 Mhz Intel Mother Board 0 Wait States SN SCR386-41009
8 Expansion Slots: 2 - 32 Bit Slots, 2 - 8 Bit Slots
4 - 16 Bit Slots
1 - 1.2 Meg 5 1/4" Floppy Drive (Can read a 360K diskette) SN MB14467
16 Megs of 32 Bit High Speed Memory
* 1 - 338 Meg Hard Drive High Speed 16 ms Drive SN 102936
1 - Hard Drive and Floppy Drive Controller Card SN WD1005
2 - Printer Port and 1 - Communication Port
Battery Back Clock/Calendar
CMOS Memory for System Setup Information
Custom Configuration in a Tower Style Case and System Manual
12 Months Warranty on all parts
Tape Backup Unit 60 Megs SN 8930
SCO Xenix 386 Operating System and Manuals
Termcap for the Wyse 60 Terminal
* 1 - 16 Port Board using 80186 Co-Processor Anvil SN 003888
* 1 - Set of Adapter Cables for the 16 port board
* 2 - Serial/Par. Converters for Printing from the Anvil Board
1 - 400 Watt UPS Backup Power Supply, with Alarms SN AFC0032245
9 - Wyse 60 Terminals SN 00201672, 00201741, 00201612, 00201850
00201477, 00201722, 00201816, 00201513
00201655
2 - 6 ft. Printer Cable
3 - RS Daisy Wheel Printers, SN 642187, 639482, 639570
3 - RS Tractor Feeds
1 - Computer Desk
4 - Printer Stands
1 - Package of 5 DC 600 Tapes for the Tape Backup Unit

CUSTOM SOFTWARE FOR OPERATION OF COMPUTER

Filepro 16 Plus, FilePro Transfer 286, FilePro Transfer 6000,
FilePro Quickstart, Lyrinx Word Processing, Multiplan 386, FourGen
Accounting (G/L, AP, AR, Payroll, Inventory Control, Sales Analysis),
FourGen Transfer for Data from Real World Accounting Software.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

FORM UCC-1 544 413

Identifying File No. 278209

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

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

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

This financing statement Dated August 3, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffman - Green Leasing, Inc.

Address 6913 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK

Address 7290 MONTGOMERY ROAD,

ELKRIDGE, MARYLAND 21227

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

RECORD FEE 11.00
POSTAGE .50
CK MAR 20 077 003 11:29
08/09/89

3. Maturity date of obligation (if any) May 3, 1994

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

Assignment of Lease #1315 between Hoffman - Green Leasing, Inc. (the lessor) and Micro Machining (the lessee) dated 4/28/89 for the following equipment.

- One P-TRAK-2 PROTOTRAK BRIDGEPORT 48X1 SERIAL #M1906
- One P-TRAK RSG PROTOTRAK REMOTE STOP/GO
- One PT-INSTL INSTALLATION, PROTOTRAK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gene Walman
(Signature of Debtor)

Gene Walman, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Adolphus W. Emmons, III
(Signature of Secured Party)

Adolphus W. Emmons, III, Vice President
Type or Print Above Signature on Above Line

110

STATE OF MARYLAND ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM OCCN 544 414 Identifying File No. 278210

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

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

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

This financing statement Dated August 3, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffman - Green Leasing, Inc.

Address 6913 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK

Address 7290 MONTGOMERY ROAD

ELKRIDGE, MARYLAND 21227

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

3. Maturity date of obligation (if any) May 3, 1994

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

Assignment of Lease #1316 between Hoffman - Green, Leasing, Inc. (the lessor) and Micro Machining (the lessee) dated 4/28/89 for the following equipment.

One SERIES I STANDARD MILLING MACHINE ISI WITH R8 SPINDLE, CHROME WAYS & GIBS ONLY HAND FEED/HAND CRANK

RECORDED FEE 11.00
PAGE CK 20
3130130 CTTT R03 T1429
08/07/89
H. ERIC 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)

Gene Walman Pres
(Signature of Debtor)

Gene Walman, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line.

Adolphus W. Emmons III
(Signature of Secured Party)

Adolphus W. Emmons, III, Vice President
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 August 3, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffman - Green Leasing, Inc.
Address 6913 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK
Address 7290 MONTGOMERY ROAD
ELKRIDGE, MARYLAND 21227

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

3. Maturity date of obligation (if any) May 3, 1994

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

Assignment of Lease #1314 between Hoffman - Green Leasing, Inc. (the lessor) and Micro Machining (the lessee) dated 4/28/89 for the following equipment.

- | | |
|---------------------------------|-------------------------------|
| One 386-19PC 20MHz 4Mb Computer | One Post Builder MILL & LATHE |
| One 60Mb Tape Drive/INSTALLED | One Locus Merge |
| One 6-Pen Plotter | |
| One Quiet Jet Printer | |
| One Design & Machining Master | |
| One Drafting Module | |
| One CAD Interface via IGES | |

RECORD FEE 11.00
POSTAGE .50
CK 430740-0777 803 714-29
08/09/89
IN SALE ROOM
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)

Gene Walman VP
(Signature of Debtor)

Gene Walman, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Adolphus W. Emmons III
(Signature of Secured Party)

Adolphus W. Emmons, III, Vice President
Type or Print Above Signature on Above Line

115

STATE OF MARYLAND
FINANCING STATEMENT ~~FORM UC&A~~ 544 PAGE 416

ANNE ARUNDEL COUNTY

Identifying File No. 378212

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

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

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

This financing statement Dated August 3, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffman - Green Leasing, Inc.

Address 6913 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK

Address 7290 MONTGOMERY ROAD

ELKRIDGE, MARYLAND 21227

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

3. Maturity date of obligation (if any) October 3, 1993

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

Assignment of Lease #1313 between Hoffman - Green Leasing, Inc. (the Lessor) and Micro Machining (the lessee) dated 4/28/89 for the following equipment.

One C215200 Pallet Station & Foot Control

One S205100 Appl. Unit for GPS 240

One S500030 GPS 240 Pallet Set

RECORDING FEE 11.00
POSTAGE .50
MARYLAND CITY 807 (1-4-70)
8/11/89

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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gene Walman VP
(Signature of Debtor)

Gene Walman, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Adolphus W. Emmons III
(Signature of Secured Party)

Adolphus W. Emmons, III
Type or Print Above Signature on Above Line

11/89

544 417

278213

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)

Brown, Donald & Linda
1243 Duke Lane
Odenton, MD 21113

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

Kayak Mfg. Corporation
325 Harlem Road
West Seneca, NY 14224

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

RECORD FEE 11.00
POSTAGE .50
#32710 077 HOS 12/15/81
12/17/81

CK H. ORR SLOPER
AS CL. CIRCUIT CLERK

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

12 x 24 Kayak Award Winning Pool

SELLER IS SECURITY PARTY

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

FLEET FIN INC
22 NEW ORDNANCE RD
GLEN BURNIE MD 21061

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:

Donald & Linda Brown
By *Linda Brown*
Signature(s) of Debtor(s)

Kayak Manufacturing Corporation

By *Joseph Van Ever / Vicepresident*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) Filing Officer Copy—Alphabetical

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 524
Identification No. 272143

Page No. 469
Dated March 23, 1988

1. Debtor(s) { Ruben Reider, MD, PA
Name or Names - Print or Type
7445 A Furnace Branch Rd. Glen Burnie, Md. 21061
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Md.
Name or Names - Print or Type
18 West Street 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
#43075. GK 7 203 744-31
03/23/88
H. DALE SCHAFER
AA CO. CIRCUIT COURT

Dated: July 26, 1989

First National Bank of Md.
Yvonne M. Barcroft

(Name of Secured Party)

Yvonne M. Barcroft
(Signature of Secured Party)

Loan Accounting Officer

Type or Print (Include Title if Company)

158

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209 LOCAL (CLERK OF Anne Arundel)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. 268992, Book 515, Page 509
8/12/87

Index numbers of subsequent statements (For office use only)

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

Richard Shockey, Jr.
15824 Dorset Road
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.
 ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
 CONTINUATION-ORIGINAL STILL EFFECTIVE
 AMENDMENT
 ASSIGNMENT
 PARTIAL RELEASE OF COLLATERAL
 TERMINATION

Name & address of Secured Party
Sovran Bank, N.A.
P. O. Box 231
Leesburg, VA 22075
Attn: Tommie L. Critchfield

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement
2 Year old filly named Poutin Ridge by Cox's Ridge out of Poutin Howtin.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.
2 Year old filly named Poutin Ridge by Cox's Ridge out of Poutin Howtin.

Describe Real Estate if applicable:

	Sovran Bank, N.A.
Signature of Debtor if applicable (Date)	Signature of Secured Party if applicable (Date)
<i>[Signature]</i>	By: <i>[Signature]</i>

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278217

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

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

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

This financing statement Dated 8/8/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GARDENERS CHOICE LAWN/LNDSCP INC GREG/OVERSTREET

Address 6 AUSTIN DRIVE EDGEWATER MD 21037

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)

Name and address of Assignee KUBOTA CREDIT CORPORATION P.O. Box 105598 Atlanta, GA 30348-5598

Table with 6 columns: Quantity, Description, Model, Serial Number. Rows include KUBOTA TRACTOR MN# F2000 SN# 12582 and KUBOTA RC MOWER MN# RC72-F20 SN# 10900.

KUBOTA CONTRACT# 13400-818869

CHECK THE LINES WHICH APPLY

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

GARDENERS CHOICE LAWN/LNDSCP INC
X Pamela S Overstreet
(Pamela S. Overstreet)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Ilse H. Fink
BALDWIN SERVICE CENTER INC
Type or Print Above Signature on Above Line

SEC-TREAS.

11/15

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15215

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3568.44

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

This financing statement Dated 7-7-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MR MICHAEL L ADDISON AND MRS CURLINE ADDISON
Address 1834 BLUE JAY CRT SEVERN MARYLAND 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address 7164 D EAST FURNACE BRANCH ROAD 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)

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

CAMERAS, (3) COLOR TVS, (2) VCERS

Name and address of Assignee
RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50
#431470 0777 R03 115418
08/09/89
H. ORLE 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)

+ Michael L Addison
MICHAEL L ADDISON (Signature of Debtor)

Type or Print Above Name on Above Line
MRS CURLINE ADDISON
Curline Addison (Signature of Debtor)

S. Campbell
STEVE CAMPBELL (Signature of Secured Party)
ASST MANAGER

Type or Print Above Signature on Above Line

STATE OF MARYLAND

278216

FINANCING STATEMENT FORM UCC 5.14 PAGE 422

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. \$ 2508.40

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

This financing statement Dated 7-7-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GLENN D KILGER AND TRACY KILGER

Address 1668 INDEPENDENCE CRT

2. SECURED PARTY SEVERN MARYLAND 21144

Name AVCO FINANCAIL SERVICES

Address PO BOX 997

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) _____

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

CAMERA EQUIP, PAINTINGS, GOLF EQUIP, STEREO EQUIP, SEWING MACHINES, TRAILER, TYPEWRITER, AND VCR

RECORD FEE 12.00
RECORD TAX 21.00
CK POSTAGE .50
#431450 CY77 R03 T15418
08/09/89

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)

Glenn D Kilger
GLENN D KILGER (Signature of Debtor)

Tracy Kilger
TRACY KILGER (Type or Print Above Name on Above Line)
(Signature of Debtor)

Type or Print Above Signature on Above Line

Joyce M. Raley
JOYCE RALEY (Signature of Secured Party)

Type or Print Above Signature on Above Line

12-21-89

STATE OF MARYLAND

278217

FINANCING STATEMENT FORM UCC-544 PAGE 423 Identifying File No. 15237

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1211.88

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

This financing statement Dated 7-20-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jack Johnson Jr
Address 8027 A Leslie Rd Ft Meade Md 20755

2. SECURED PARTY

Name Avco Financial Services
Address PO Box 997 Glen Burnie Md 21061

RECORD FEE 11.00
RECORD TAX CK 10.50
POSTAGE .50
#431490 0777 R03 115419
08/09/89

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)

(2) Radios
Stereo Equip
(3) TVs
VCR

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

Jack Johnson Jr
(Signature of Debtor)

Jack Johnson Jr
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Bryant
(Signature of Secured Party)

MARY BRYANT Admin Asst.

Type or Print Above Signature on Above Line

1058

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 544 424 Identifying File No. 15193 1594 278018

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. \$ 125.52 126.80

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

This financing statement Dated 06-29-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Meta R Walker
Address 7019-B Christian Loop Ft Meade, Md 20755

2. SECURED PARTY

Name AVCO Financial Ser
Address P O Bos 997 Glen Burnie Md 21061

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#431500 CITY RD3 115:20
08/09/89
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) 1-2-91
4. This financing statement covers the following types (or items) of property: (list)

- (2) Bikes
Personal Computer, Printer & Monitor
Cannon Camera
Moped
(2) TV's
VCR

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

Meta R Walker
(Signature of Debtor)
Meta Walker
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

Mary Bryant Admin Asst
(Signature of Secured Party)
Type or Print Above Signature on Above Line

11 10.52 5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 **511** **425** Identifying File No. **278219**
15207

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ <u>1415.42</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
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This financing statement Dated 6/30/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CRAIG M. LINGHOR
 Address 1802 A FORREST AVE, FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
 Address PO 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) _____ RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list)
 2 10 speed bikes, 2 tents, trampoline, .22 caliber gun,
 .12 guage gun, guitar, camera with lenses, asst fishing equipment,
 1 television set, 2 typewriters, 1 vcr.

Name and address of Assignee
 #131310 0777 103 115 21
 08/09/89
 CK
 H. ERLE SCHAFER
 AA 00, 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)

Craig M Linghor
(Signature of Debtor)
 CRAIG M. LINGHOR
 Type or Print Above Name on Above Line

(Signature of Debtor)

 Type or Print Above Signature on Above Line

Monique J. Herzberger
(Signature of Secured Party)
 MONIQUE J. HERZBERGER, ADMIN ASST.
 Type or Print Above Signature on Above Line

11 1652 .6

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2250.21

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

This financing statement Dated 6-29-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas A & Gayle Wenta
 Address 13530 Brighton Dam Rd Clarksville, Md 21029

2. SECURED PARTY

Name AVCO Financial Services
 Address P O Bx 997 Glen Burnie Md 21061

RECORD FEE 12.00
 RECORD TAX GK 17.50
 POSTAGE .50
 #431520 0777 R03 115121
 09/09/89
 H. ERIC SCHAFER
 CIRCUIT COURT

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

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

Stereo Equip

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

Thomas A Wenta
 (Signature of Debtor)
 Thomas Wenta
 Type or Print Above Name on Above Line

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

Joyce M Raley
 (Signature of Secured Party)
 Joyce Raley
 Type or Print Above Signature on Above Line

1751750.5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

544 PAGE 427
Identifying File No. 278221
15154

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5700.07

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

This financing statement Dated 6015089 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES L CLEMONS
Address 7815 HARBOR ROAD

2. SECURED PARTY

Name PASADENA MARYLAND 21122
AVCO FINANCIAL SERVICES
Address 7164 D EAST FURNACE BRANCH ROAD

RECORD FEE 13.00
RECORD TAX 42.00
POSTAGE 1.50
BALANCE DUE \$03 715.22
08/09/89
FILE SCHAFER
AA CO. CIRCUIT COURT

PO BOX 997 GLEN BURNIE MARYLAND
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 6-30-92

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

TV. Floor Model
VIDEO Camcorder
Tools

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

James L Clemons
(Signature of Debtor)
JAMES L CLEMONS

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)
JOYCE RALEY
MANAGER

Type or Print Above Signature on Above Line

142 *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. \$ 3007.68

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

This financing statement Dated 6-29-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jerry Shorter
 Address 6446 Bricktown Cir Glen Burnie, Md 21061

2. SECURED PARTY

Name Avco Financial Services
 Address PO Box 997 Glen Burnie Md 21061

RECORD FEE 11.00
 RECORD TAX 24.50
 POSTAGE .80
 CK #471540 11/27/89 R03 11/24/89

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

3. Maturity date of obligation (if any) 7-10-92

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

TV
 5pc Dinning Rm
 3pc Livingroom

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

Jerry L. Shorter
 (Signature of Debtor)

Jerry Shorter
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Mary Bryant
 (Signature of Secured Party)

Mary Bryant
 Type or Print Above Signature on Above Line

11 2450 S

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15157

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 6-15-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sherry B Strawder & Clifford Strawder
Address 7972 Paddock Ct Severn Md 21144

2. SECURED PARTY

Name AVCO
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) 6-19-91

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

- Excercise Equip
35MM kodac camera
Stereo Equip
(2) TV
(2) VCR

Name and address of Assignee:
CK
H. ERLE SCHAFER
AM. 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)

Sherry B Strawder
(Signature of Debtor)

Sherry Strawder
Type or Print Above Name on Above Line

Clifford Strawder
(Signature of Debtor)

Clifford Strawder
Type or Print Above Signature on Above Line

Mary Bryant
(Signature of Secured Party)

Mary Bryant
Type or Print Above Signature on Above Line

Handwritten notes: 200, 1050.50

89-042-02

MNGRIF01.FIS

544 430

This Financing Statement
is not subject to
Recordation Tax.

278021

FINANCING STATEMENT

1. Name of Debtor: BARBARA A. GRIFFITH
Address: Route 1, Box 213-B
Parkton, Maryland 21120
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: LDRU
P.O. Box 17372
Baltimore, Maryland 21202
Attn: Manager
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated August 4, 1989 from Debtor to Constance M. Creamer and Margaret D. Kirmil, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

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

13

13.00
CK .50
09/09/89
FILE SCHAFER
CIRCUIT COURT

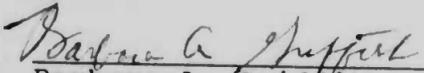
544 431

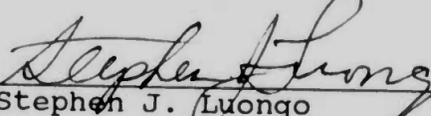
4. Proceeds and products of all collateral are covered.
5. The record owner of the real property described in the Deed of Trust is Barbara A. Griffith.

Debtor:

Secured Party:

MARYLAND NATIONAL BANK


Barbara A. Griffith

By 
Stephen J. Luongo
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge
600 Washington Avenue
Towson, Maryland 21204
ATTN: Edgar C. Snow, Jr.

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT A

PARCEL ONE

ALL that lot of ground situate in the 5th Assessment District of Anne Arundel County and being known as Lot A as shown on the Subdivision Plat entitled 'Resubdivision of Parcels 122 and 123 Robert A. Pascal Property' prepared by C. D. Messick, Jr. and Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3298, at Pages 501 and 502, containing 2 acres of land more or less.

TOGETHER with a nonexclusive right to the use of the area adjacent to Lot A which is designated on a Plat entitled 'Storm Drain and Storm Water Management Easement' (hereinafter called the 'Easement Area') recorded among the Land Records of Anne Arundel County in Liber 3601, folio 389, containing 8,305 sq. ft. of land more or less, for the construction, maintenance, replacement and repair of sediment and storm water control facilities handling storm water drainage from lots A and B.

TOGETHER with a nonexclusive right to the use of the area designated 'Ex. 10' S.D. Easement' as shown in the aforementioned Plat entitled 'Storm Drain and Storm Water Management Easement' (hereinafter called the 'Easement Area') for the construction, maintenance, replacement and repair of a storm drain handling storm water drainage from the Easement Area.

PARCEL TWO

ALL that lot of ground situate in the 5th Assessment District of Anne Arundel County and being known as Lot B as shown on the Subdivision Plat entitled 'Resubdivision of Parcels 122 and 123 Robert A. Pascal Property' prepared by C. D. Messick, Jr. and Associates, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3298, at Pages 501 and 502, containing .97 acres more or less.

TOGETHER with the nonexclusive right to the use of area included in Lot B which is designated on a Plat entitled 'Storm Drain and Storm Water Management Easement' (hereinafter called 'Easement Area') recorded among the Land Records of Anne Arundel County in Liber 3601, folio 389, containing 8,305 sq. ft. of land more or less, for the construction, maintenance, replacement and repair of sediment and storm water control facilities handling storm water drainage from Lots A and B.

TOGETHER with a nonexclusive right to use the area designated 'Ex. 10' S.D. Easement' as shown in the aforementioned Plat entitled 'Storm Drain and Storm Water Management Easement', for the construction, maintenance, replacement and repair of a storm drain handling storm water drainage from the Easement Area.

To be recorded	Not subject to recordation
(1) in the Land Records	tax
of Anne Arundel County;	Principal amount is
(2) in the Financing Statement	\$ 620,000.00
Records of Anne Arundel	
County; and	
(3) with the State Department of	
Assessments and Taxation.	

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: |
| <u>Early Development Corp.</u> | <u>580 Bellerive Dr.</u> |
| | <u>Annapolis, MD 21401</u> |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO., | Suite 201 |
| a bank and trust company | 111 East Water Street |
| tion organized and existing | Baltimore, Maryland 21202 |
| under the law of Maryland, | |
| 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.

MS

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.

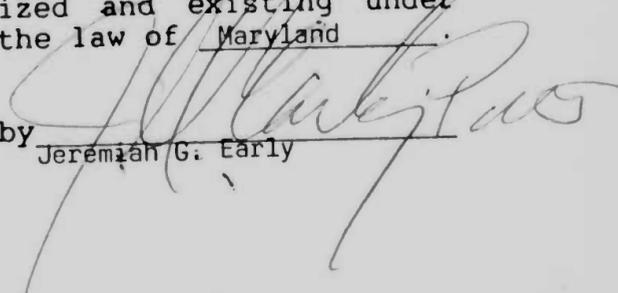
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

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 \$620,000.00. 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:

Early Development Corp.,
a corporation organized and existing under
the law of Maryland.

by 
Jeremiah G. Early

Date: July 12, 1989

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

CDF/01-26-89
9915X (0515X)
SSA-SFC(B)(4)

544 PAGE 435

FINANCING STATEMENT

by

Early Development Corp. , 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:

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

BEGINNING for the same at a point on the shore line of the Magothy River, said point of beginning, being the end of the sixth line of the parcel of land, as described in the Deed from James C. Dougherty and wife to John E. Harms, Jr. and wife and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 447, folio 228 dated November 22, 1950, and running reversely with said sixth line South 86 degrees 19 minutes West 150 feet to an iron pipe, thence running reversely with the fifth line of the said Harms, Jr. Parcel, North 83 degrees 37 minutes 22 seconds West 408.02 feet to an iron pipe on the East side of the County Road now laid out 40 feet wide, thence along the East side of said road South 21 degrees 45 minutes West 47.53 feet to an iron pipe, thence South 71 degrees 10 minutes East 329.19 feet to an iron pipe, thence North 86 degrees 26 minutes East 162.95 feet to an iron pipe, thence North 31 degrees 29 minutes East 20.05 feet to an iron pipe, thence South 88 degrees 04 minutes East 107.9 feet to an iron pipe on the shore line of the Magothy River, thence binding on the shore line and waters of the Magothy River, North 14 degrees 41 minutes West 93.50 feet to the place of beginning.

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

August 1, 1989

Not subject to Recordation Tax
Principal amount of debt secured is:
\$375,000.00

FINANCING STATEMENT

1. Debtor: Address:
MARC A. RESNICK and 8205-B Cloverleaf Drive
WENDY RESNICK, his wife, and Millersville, Maryland
EUGENE CLEARY and 21108
JOAN CLEARY, his wife

2. Secured Party: Address:
FIRST AMERICAN BANK OF 8401 Colesville Road
MARYLAND, a Maryland Silver Spring, Maryland
banking corporation 20910

3. Trustees: Address:
MARY C. SWAIN and 8401 Colesville Road
WILLIAM E. THOMPSON Silver Spring, Maryland
20910

4. THIS FINANCING STATEMENT COVERS:

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 7 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 disposal, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

RECORD FEE 20.00
POSTAGE .50
#637230 C345 R01 714428
08/10/89

Handwritten initials or mark, possibly '20'.

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

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.

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

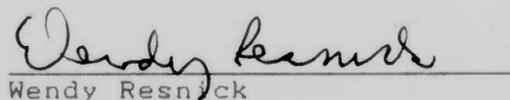
5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

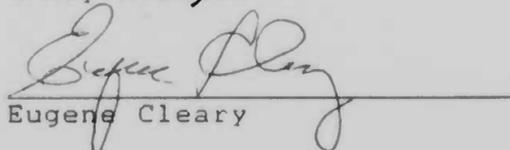
6. Proceeds of collateral are covered by this Financing Statement.

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

BORROWER:

 (SEAL)
Marc A. Resnick

 (SEAL)
Wendy Resnick

 (SEAL)
Eugene Cleary

544 439

Joan Cleary (SEAL)
Joan Cleary

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

By: Wall J. Hall

Title: REAL ESTATE LOAN OFFICER

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

EXHIBIT "A"

BEING known and designated as Condominium Unit No. 1, Odenton Station Condominium, as established pursuant to Declaration of Odenton Station Joint Venture, dated July 6, 1989, recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4888, folio 826, and as shown on Condominium Plat of Odenton Station Condominium recorded among the aforesaid Land Records in Condominium Plat Book No. 42, page 28.

TOGETHER with and undivided 50% interest in the common elements of said Condominium, as more particularly set forth in aforesaid Declaration.

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

THE FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND

THE LAND RECORDS OF
ANNE ARUNDEL COUNTY

THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

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

1. NAME AND ADDRESS OF DEBTOR:	Eugene M. Cleary Joan C. Cleary Marc A. Resnick Wendy M. Resnick 8205 B Cloverleaf Drive Millersville, Maryland 21108
--------------------------------------	--

2. NAME AND ADDRESS OF SECURED PARTY:	Anne Arundel County, Maryland c/o Office of Law P.O. Box 1831 Annapolis, Maryland 21404
--	--

RECORD FEE 16.00

POSTAGE .50

CK 4637060 0345 P01 714130
03/10/89

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

All building materials, supplies, machinery, fixtures, equipment, furniture, appliances, fittings, apparatus, and articles of personal property of every kind and nature whatsoever now or hereafter located or contained in or upon improvements located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached to and incorporated by reference in this Financing Statement, and used or usable in connection with any present or future use or operation of the real property or the improvements or any part thereof by Debtor, whether now owned or hereafter acquired by Debtor, together with all replacements and substitutions therefore and all products and proceeds thereof.

ATTEST:

DEBTOR:

Margaret Van Vleet

Eugene M. Cleary (SEAL)
Eugene M. Cleary

as to all

Joan C. Cleary (SEAL)
Joan C. Cleary

Marc A. Resnick (SEAL)
Marc A. Resnick

16

Margaret Van Vleet

Wendy M. Resnick (SEAL)
Wendy M. Resnick

NOTICE TO FILING OFFICER: After recordation, please return to Patricia A. Logan,
Assistant County Attorney, Office of Law, P.O. Box 1831, Annapolis, Maryland 21404.



EXHIBIT "A"

BEING known and designated as Condominium Unit No. 1, Odenton Station Condominium, as established pursuant to Declaration of Odenton Station Joint Venture, dated July 6, 1989, recorded among the Land Records of Anne Arundel County in Liber H.E.S. No. 4888, folio 826, and as shown on Condominium Plat of Odenton Station Condominium recorded among the aforesaid Land Records in Condominium Plat Book No. 42, page 28.

TOGETHER with and undivided 50% interest in the common elements of said Condominium, as more particularly set forth in aforesaid Declaration.

544-444

278229

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 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Pacom Leasing Corporation

Address 1221 Southwest Yamhill
Portland, Oregon 97205

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

RECORDED FEE 13.00
POSTAGE CK .50
37360 0345 401 714745
03/10/89
H. FRILE SCHAFER

3. Maturity date of obligation (if any) _____

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

To secure assignment to Paccom Leasing Corporation of certain lease payments under certain True Lease Assignment dated Feb. 9, 1989, Schedule # 01, dated Feb. 9, 1989, between Assignor as Lessor and LEASE ACCOUNT # 813109 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 Feb. 21, 1989 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

American medical Imaging
05321

CHECK THE LINES WHICH APPLY

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

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

Pacom Leasing Corporation

Joy Hill
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundle County

1380

EQUIPMENT LIST

544 PAGE 445

<u>QUANTITY</u>	<u>DESCRIPTION</u>
7 (seven)	Vasorite 4800-PPG including sensor
7 (seven)	PPG Sensors
2 (two)	Sonicaid Vasorite 4800-PPG with PPG Sensor with Red Vasorite charge paper Main PCB, and Assembly Velcro fastener Red.
1 (one)	XL Series 3 Card/Vasc V4.4 - S/N C3610 D3404
1 (one)	Assy. Probe 2.0 MHZ CW/PW Doppler Angled Stand Alone - S/N E88B326
1 (one)	Probe Ship Kit 3.0/13/75 - S/N P11638
1 (one)	Probe Ship Kit 3.0/19/95 - S/N P60287
1 (one)	Probe Ship Kit 7.5/6/25 - S/N P40658
1 (one)	VCR AG-6400 - S/N A8TA00002
1 (one)	Video Printer UP-811 - S/N 15436
1 (one)	XL Series 3 Card/Vasc V4.4 - S/N C3594 D3400
1 (one)	Assy. Probe 2.0 MHZ CW/PW Doppler-Angled Probe - S/N E88B407
1 (one)	Probe Ship Kit 3.0/13/75 - S/N P30652
1 (one)	Probe Ship Kit 3.0/19/95 - S/N P60224A
1 (one)	Probe Ship Kit 5.0/13/60 - S/N P50211A
1 (one)	Probe Ship Kit 7.5/6/25 - S/N P40706
1 (one)	VCR AG-6400 - S/N D8TA00165
1 (one)	XL Series 3 Card/Vasc 4.3 - S/N C3524 D3330
1 (one)	Assy. Probe 2.0 MHZ CW/PW Doppler Angled Stand Alone - S/N E88B390
1 (one)	Assy. Probe 5.0 MHZ CW/PW Doppler Pencil Stand Alone - S/N E87J851
1 (one)	Assy. Probe 10.0 MHZ CW/PW Doppler Stand Alone - S/N E87J637
1 (one)	2.25 MHZ Specialty Probe - S/N P110242
1 (one)	Probe Ship Kit 3.5/13/65 - S/N P11531
1 (one)	Probe Ship Kit 5.0/13/60 - S/N P50219
1 (one)	Probe Ship Kit 7.5/6/25 - S/N P40713
1 (one)	VCR AG-6400 - S/N A8TA00270
1 (one)	XL Series 3 Card/Vasc V4.4 - S/N C3598 D3394
1 (one)	Assy. Probe 5.0 MHZ CW/PW Doppler Pencil Stand Alone - S/N E87J854

TransFinancial Leasing Corp.

BY:

TITLE:

Paccom Leasing Corporation

BY:

TITLE:

EQUIPMENT LIST

511-446

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Assy. Probe 10.0 MHZ CW/PW Doppler Pencil Stand Alone - S/N E87J646
1 (one)	Probe Ship Kit 3.5/13/65 - S/N P11322A
1 (one)	Probe Ship Kit 5.0/13/60 - S/N P50247
1 (one)	Probe Ship Kit 7.5/6/25 - S/N P40651
1 (one)	VCR AG-6400 - S/N E8TA00289
1 (one)	XL Series 3 Card/Vasc V4.4 - S/N C3600 D3392
1 (one)	Assy. Probe 2.0 MHZ CW/PW Doppler Angled Stand Alone - S/N E88B374
1 (one)	Probe Ship Kit 3.0/19/95 - S/N P30627
1 (one)	Probe Ship Kit 3.0/19/95 - S/N P60156
1 (one)	Probe Ship Kit 7.5/6/25 - S/N P40688A
1 (one)	VCR AG-6400 - S/N D8TA00014
1 (one)	Video Printer UP-811 - S/N 15435
1 (one)	Assy. Probe 5.0 MHZ CW/PW Doppler Stand Alone - S/N E87J847
1 (one)	Assy. Probe 10.0 MHZ CW/PW Doppler Pencil Stand Alone - S/N E87J665
1 (one)	Probe Ship Kit 7.5/6/25 - S/N P40697
1 (one)	XL Series 3 Card/Vasc 4.3 - S/N C3536 D3346
1 (one)	VCR AG-6400 - S/N K7TA00198
1 (one)	Remote Control VCR
1 (one)	XL Series 3 Card/Vasc 4.3 - S/N C3511 D3334
1 (one)	VCR AG-6400 - S/N C8TA00128
1 (one)	Remote Control VCR

TransFinancial Leasing Corp.

Paccom Leasing Corporation

BY: Frank J. LangBY: Tracy HillTITLE: President

TITLE: _____

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

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

Hermann-Ludwig, Inc.
Balt. Wash. Intl. Airport
Air Cargo Complex Bldg.
B Bay 32, Rm 211
Baltimore, MD 21240

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

XL/Datacomp, Inc.
P.O. Box 98755
Chicago, IL 60693

3. Maturity date (if any):

278230

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

544 447

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

Lease # NYE128, Schedule B, a lease from XL/Datacomp, Inc. to Hermann-Ludwig, Inc.; Balt. Wash. Intl. Airport Cargo Complex Bldg G Bay 32, Rm 211 of the following equipment: See attached Schedule B as described together with the rentals and proceeds thereof and the equipment described in said lease.

NOT Subject to recordation tax--to publicize a lease of goods or fixtures.

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:

5777/171600

Filed with:

Hermann-Ludwig, Inc.

Dick Siedel/Secretary/Treasurer

By:

Signature(s) of Debtor(s)

XL/Datacomp, Inc.

Denise Wolke/Leasing Admin.

By:

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY-ALPHABETICAL

1150

RECORD FEE 11.00

POSTAGE .50

#637370 C345 R01 T14#46

CK

08/10/89

H. EARLE SCHAFER

AA CO. CIRCUIT COURT

SCHEDULE B

DATED 4/18/89

BOOK 0544 PAGE 447-A

TO MASTER EQUIPMENT LEASE NO. NYE128

DATED 4/18/89

CUSTOMER: Hermann-Ludwig, Inc.

EQUIPMENT LOCATION: Air Cargo Complex Bldg.; B Bay 32 Rm 211
Baltimore, MD 21240

COMMENCEMENT DATE: Upon delivery

MANUFACTURER: IBM

INITIAL TERM: 24 months after the first day of the month
following the commencement date

Quantity	Type	Model	Description	Serial No.	Monthly Rent	Stipulated Loss Value
1	5294	001D	Remote Control Cluster Dual Cluster			
1	ANZAC	2400	400 CPS Printer			
1	TELEX	1196G	Telex Green Display			
					\$360.00	\$8,000.00

MASTER EQUIPMENT LEASE: This Schedule is entered into pursuant to the Master Equipment Lease identified above, a copy of which each party hereto has been provided. All of the terms, conditions, representations and warranties of the Master Equipment Lease are hereby incorporated by reference herein and made a part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate lease with respect to the Machines described herein. By their execution and delivery of this Schedule, the parties hereby reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Equipment Lease, except as modified herein.

XLDATACOMP, INC.

Hermann-Ludwig, Inc.

Customer

By: _____
Its duly authorized representative

By: _____

Title: Secretary/Treasurer

544 448

278231

FINANCING STATEMENT FORM UCC-1

Identifying File No. 75879

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 80.50

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

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

1. DEBTOR

Name William E. Holmes DBA Broker 100
Address 3202 Brinkly Road, Temple Hill, MD 20748

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)

All Goods, Chattels, Machinery, Equipment, Inventory, Accounts, Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivables, 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 Being Submitted for Filing as a Financing Statement.

EQUIPMENT COST: \$11,293.98
TAX: \$ 80.50

Anne Arundel County

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)

(SEE ATTACHED)

WILLIAM E. HOLMES DBA BROKER 100
(Signature of Debtor)

WILLIAM E. HOLMES DBA BROKER 100
Type or Print Above Name on Above Line

(SEE ATTACHED)

(Signature of Debtor)

Type or Print Above Signature on Above Line

CK RECORD FEE 14.00
POSTAGE .50
8037300 C345 R01 T1447
08/10/89

(SEE ATTACHED)

(Signature of Secured Party)

FIRST INTERSTATE CREDIT ALLIANCE, INC.

Type or Print Above Signature on Above Line

14.50



FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
100 Dutch Hill Rd., Suite 124, Orangeburg, N.Y. 10962

Telephone: (212) 421-3600

914-365-1188

LEASE NO.

9-131

741-75879-8

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

WILLIAM E HOMES DBA
BROKER 100
3202 BRINKLY Rd
TEMPLE HILL, Md. 20748

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

PILL AND ASSOC INC.
3201 DUNNINGTON Rd
BELTSVILLE, Md. 20705

NAME AND TITLE OF PERSON TO CONTACT: WILLIAM HOMES 301-505-4100

Table with columns: QUANTITY, DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION. Includes items like DESK #907236, CRADENZA #90722ICRD, HUTCH #906918HS, LEATHER CHAIR #JAL-7015B11C, CONF. TABLE #OU3672, WING TIP CHAIR #UPDS933FS, SIDE CHAIR #376TC 380UBU (CC-62).

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY:

COUNTY:

FOR INITIAL TERM OF THIS LEASE

Table with columns: AMOUNT OF EACH RENT PAYMENT, NO. OF RENT PAYMENTS, TOTAL RENT, INITIAL TERM OF LEASE (NO. OF MONTHS), ADVANCE RENT, RENEWAL RENT. Values include \$378.00, 36, \$14,328, 36 MONTHS, \$378.00.

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... 6. Lessee agrees to pay during the initial term... 7. Lessor may, but shall not be obligated, to apply any advance rent...

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: Orangeburg DATE EXECUTED BY LESSEE: 4/25/89
DATE: 5/3/89 LESSOR: LESSEE: WILLIAM E HOMES DBA BROKER 100

FIRST INTERSTATE CREDIT ALLIANCE, INC. BY: William E. Hoffmann AUTHORIZED SIGNATURE
BY: [Signature] VICE PRESIDENT AUTHORIZED SIGNATURE

LEASE ORIGINAL

544 4510

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same Rent provided in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financial statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. 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 (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 \$2124.34 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. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash 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 apportion 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 wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend 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 any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th 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 Lessee (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 rent or other 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 is in default under any other lease or agreement heretofore or hereafter held by Lessor (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) 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 retain all payments of rent and (ii) retain the equipment, or (iii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental 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 any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum). (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder 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 one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be 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 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 may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and 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 being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties 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 any such action agreeing 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. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor'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 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.

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.

_____(L.S.) _____(L.S.)
(Guarantor) (Guarantor)
_____(L.S.) _____(L.S.)
(Guarantor) (Guarantor)

544 - 451

- 452

's not used

sh. be Land

8-10-89

544 - 451

- 452

#'s not used

sh. be Land

8-10-89

STATE OF MARYLAND

Anne Arundel Co.

544 DATE 453

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270233

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

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

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

This financing statement Dated 7-26-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RTO, Inc.

Address 1101 Lake Cook Road, Deerfield, Illinois, 60015

2. SECURED PARTY

Name General Electric Capital Corporation

Address 260 Long Ridge Road, Stamford, CT 06902

General Electric Capital Corp., 2323 North Central Expwy. #160, Richardson, TX 75080

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

3. Maturity date of obligation (if any)

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

Please see Exhibit A attached hereto and made a part hereof.

Name and address of Assignee

Recordation Tax in the amount of \$2,310.00 has been paid to the Dept. of Assessment and Taxation. CHECK THE LINES WHICH APPLY

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

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

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

RECORD FEE 13.00

#637420 C345 R01 T14#54

CK

08/10/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

R. A. Mayer
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lawrence J. Conant
(Signature of Secured Party To)

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

1300

EXHIBIT A

Financing Statement between GENERAL ELECTRIC CAPITAL CORPORATION, as Secured Party and RTO, Inc. and its Subsidiaries, as Debtors

This financing statement covers all right, title and interest of Debtors in and to the following described property whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, the Debtors regardless of where located:

(i) All accounts, accounts receivable, other receivables, contract rights, chattel paper, instruments, documents and notes (the "Accounts");

(ii) All general intangibles, including without limitation, any other intangible personal property of any of the Debtors (including things in action and causes of action) including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, claims to insurance proceeds and any guarantee, claim, security interest or other security held by or granted to any of the Debtors to secure payment by an account debtor of any of the Accounts, and the contract rights of the Debtors in contracts;

(iii) All machinery, equipment, furnishings and fixtures and all other tangible personal property similar to any of the foregoing now or hereafter acquired by the Debtors, including, without limitation, all items of machinery and equipment of any kind, nature and description whether affixed to real property or not, as well as trucks and vehicles of every description, trailers, handling and delivery equipment, fixtures and office furniture, as well as additions to, substitutions for, replacement of or accessions to any

of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto;

(iv) All goods, merchandise or other similar personal property, finished products intended for sale, raw materials, parts, supplies and work in process of every kind and description, in the custody or possession, actual or constructive, of a Debtor, including any of the foregoing that is temporarily out of the custody or possession of a Debtor, any returns upon any Accounts and other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing;

(v) All inventory of the Debtors, held by Debtors for sale or lease or to be furnished under contracts of service or if so furnished, or if they are raw materials, work in process or materials used or consumed in a business, including all goods obtained by a Debtor in exchange for such inventory, any products made or processed from such inventory; and

(vi) To the extent not otherwise included, all documents and instruments relating to, and all proceeds of, any or all of the foregoing, and whatever is received from the sale, exchange, collection or other disposition of any or all of the foregoing, including, but not limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to a Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to a Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of any of the foregoing by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority).

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 519

Page 565

Identification No. 270536

Dated November 9, 1987

1. Debtor(s) Chandler Point Corporation
Name or Names-Print or Type

900 Ritchie Highway, Suite 201, Severna Park, MD 21146
Address-Street No. City-County State Zip Code

2. Secured Party Provident Bank of Maryland
Name or Names-Print or Type

114 E. Lexington Street, Baltimore, MD 21202
Address-Street No. City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

REGISTRATION FEE 10.00

POSTAGE **CK** .50

RECEIVED BY MAIL 11/15/87

<p>A. Continuation.....() The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release.....(X) From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
--	---

09/10/89

SCHAFER

PROVIDENT BANK COURT

<p>C. Assignment.....() The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured party's right under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:.....() (Indicate whether amendment, termination, etc.)</p>
---	--

Lot Number 18 as shown on the Plat entitled "Chandler Point at Water Oak Forest" which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Folio 39 through 43 inclusive.
722 Water Oak Point Road

Dated August 2, 1988

PROVIDENT BANK OF MARYLAND

By: Alex J. Gupperheim
(Signature of Secured Party)

Alex J. Gupperheim, Vice President
Type or Print Above Name on Above Line

544-457

278234

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 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.

RECORD FEE 11.00
POSTAGE .50
RECORDED 0345 R01 115/03
08/10/89

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 # 05, dated 6/30/89 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 7/7/89 between Assignor and Assignee:

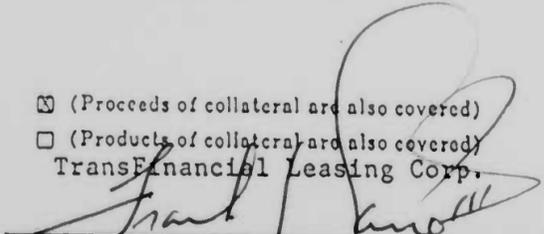
see attached equipment description

CHECK THE LINES WHICH APPLY

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

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

Societe Generale Financial Corporation

Mal VP
(Signature of Secured Party)
K.R. Adams VP
Type or Print Above Name on Above Line

2646

Anne Arundel County

11-50
Not subject to recordation tax

Equipment Description

- Five (5) RDS Advanced \$MART Registers w/DTK CPU
s/n's A9045517, A9035573, A9045650, A9045661, A9035576
- Five (5) MICRON 12" MONITORS s/n's 90401622,90400818,90401435,90401441,90401636
- Five (5) DTK 101 Keyboards
20MB DISC Seagate
Everex 1200 Baud Modem
DP834 ORC Receipt Printer s/n's 210580800328, 210580900405,
210580900406, 210580800337, 210580800338
Cash Drawer
PLU Software @ Register and Host, Receipts, Transfers, Mailbox software,
Time clock, Polling Software
- Five (5) Surface Contact Wands 23292, 23295, 23286, 23287, 23296
DTK CPU XT Poller A9045473 90401683

TransFinancial Leasing Corp.

BY: Frank J. Sarro III

ITS: Frank J. Sarro III Pres.

DATED: 7/7/89
fjs.16.divsoqu.eqs

Societe Generale Financial Corporation

BY: Mal

ITS: _____

DATED: _____

278235

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 6/27/89 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

Person And Address To Whom Statement Is To Be Returned 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 2/23/89, Schedule # 02, dated 6/9/89 between Assignor as Lessor and LEASE ACCOUNT # 312098 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 6/27/89 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)

- (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

Societe Generale Financial Corporation

M. Adams
(Signature of Secured Party)

K.R. Adams V.P.
Type or Print Above Name on Above Line

2297

Filed in Anne Arundel County

Not subject to recordation tax

1150

A-Com, Inc.

Schedule 02

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	FUJITSU DL3400 printer w/parallel 136CL 24PIN 240CPS - S/N 348923
1 (one)	Smartone 2400B External Modem w/software
6 (six)	Black Ribbon for FUJITSU DL3400 (D30L-9001-0601)
1 (one)	286 16MHZ OWS OK w/full size CS, PS, Manual, Packing - S/N 17794 NW
1 (one)	Microsoft DOS VER 3.30
1 (one)	Relisys-RE5154 14" 0.31mm EGA Monitor w/Tilt & Swivel-S/N 09847399
1 (one)	800X600 Half-Slot EGA Card - S/N 5430
1 (one)	Intel 80287-10 Math Co-Processor
1 (one)	TEAC-FD235HF 1.44M 3.5" FDD w/white Panel & 5.25" Frame-S/N 7818
1 (one)	Micropolis 150MB 23MS ESDI w/WD1007A ESDI CTRL - S/N 0247
1 (one)	TEAC-FD55GFRW 1.2M 5.25" FD DR w/wht panel - S/N 7001
1 (one)	MAXI-101 Keyboard for XT/AT System - S/N 17075
4 (four)	256K ZIP Module
1 (one)	AutoCAD - Version 10
1 (one)	AEC
1 (one)	Precision Estimating Plus w/Report I
1 (one)	Advanced Data Base
1 (one)	Starter Set (2 Protection Devices included)
2 (two)	Protection Devices
1 (one)	Account System and Utilities (including SPEED, Utilities and Report Generator)
1 (one)	Accounts Payable
1 (one)	Financial Management
1 (one)	General Ledger
1 (one)	Job Accounting
1 (one)	Tool and Material Control
1 (one)	Inventory Control
1 (one)	Order Entry
1 (one)	Run Time Compiler (16 user)

TransFinancial Leasing Corp.

By: B. J. WinterTitle: Bruce J. Winter, Vice President

Societe Generale Financial Corporation

By: M. A. [Signature]Title: VP

544 461

278236

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 6/27/89 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

RECORDING FEE 11.00
POSTAGE .50
4537510 0345 R01 T15#03
08/10/89

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 6/1/89, Schedule # 01, dated 6/1/89 between Assignor as Lessor and LEASE ACCOUNT # 350980 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 6/27/89 between Assignor and Assignee:

- 1 (one) AL-2 BIM Mori Seiki Lathe S/N 371 complete with Yasnac MNC-L1 Control
- 1 (one) B-231 Mitutoyo Coordinate Measuring Machine - S/N 8206325 w/Micropak 21B, TP2 Renishan Probe & Hard probes

CHECK THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.

[Signature]
(Signature of Debtor)

Bruce J. Winter - Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

[Signature]
(Signature of Secured Party)

K.R. Adams VP
Type or Print Above Name on Above Line

Filed in Anne Arundel County

Not subject to recordation tax.

11/50

2607

278237

544 462

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) IIT Research Institute 185 Admiral Cochrane Drive Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) Leasing Systems, Inc. 927 15th Street, N.W., #1200 Washington, D.C. 20005	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #508450 CASE NO. T10433 08/10/97 GK ERLE SCHAFER AA 10th CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: 600 ITT Single Line Phones w/ Flash 8 Trillium Panther II KSU 84 306 NHF Trillium Sets 6 612 NHF Trillium Sets 20 1032 NHF Trillium Sets 24 2064 NHF Trillium Sets 3 Viking K-1500E Eluator Phones 1 Viking K-15004 Auto. Dialer 2 Valcom Battery Back-up Units 3 ITT Single Line Wall Phones w/Flash NOT SUBJECT TO RECORDATION TAX #216270		5. Assignee(s) of Secured Party and Address(es)

CONDITIONAL SALES CONTRACT - TRUE LEASE

This statement is filed with 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.

IIT Research Institute **Leasing Systems, Inc.**
 By: (an Illinois Corporation) By: [Signature]
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

PARTIES

Debtor name (last name first if individual) and mailing address:
 BEEMAN JERRY J.
 CLARK RD HOLIDAY MH ESTATES
 JESSUP MD 20794

544 463

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **278238** **CKI**
Date, Time, Filing Office (stamped by filing officer):
 RECORD FEE 11.00
 #528460 0055 R02 7:51:35
 08/10/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Debtor name (last name first if individual) and mailing address:
 CLARK RD HOLIDAY MH ESTATES
 JESSUP MD 20794

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth.
 Prothonotary of _____ County.
 real estate records of _____ County.

Debtor name (last name first if individual) and mailing address:
 MOBILE HOME ASSOCIATES
 CLARK ROAD
 JESSUP, MD 20194

Number of Additional Sheets (if any): **7**
Optional Special Identification (Max. 10 characters): **8**

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

COLLATERAL
Identify collateral by item and/or type:
 1989 PALM HARBOR 213 14 X 72
 SERIAL # 3668 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

SECURED PARTY SIGNATURE(S)
 This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
 a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another jurisdiction-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
 d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

the following real estate:
 Street Address:
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County, Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

Secured Party Signature(s)
 (required only if box(es) is checked above):
 MOBILE HOME ASSOCIATES
 by *Kath [Signature]*

DEBTOR SIGNATURE(S)
Debtor Signature(s):
 BEEMAN JERRY J.
 1a *Jerry Beeman*
 1b

RETURN RECEIPT TO:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

REORDER FROM
Registre, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN, 55303
 (612) 421-1713

I hereby certify that \$775.50 has been paid to the State Department of Assessments and Taxation for recordation taxes.

Pauline R. Rinaldi

544 PAGE 464

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

278239

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 235,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Glen Burnie Fitness, Inc.
 t/a Gold's Gym of Glen Burnie
(Name)
8425 Thornton Road
(Address)
Lutherville, Md. 21093

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: June Hornick
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Md. 21401

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

ALL ASSETS located at Governor Plaza, Ritchie Highway & Rte. 695
Glen Burnie, Maryland 21061

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

RECORD FEE 12.00
#523500 CURS 802 713144
08/10/89
H. ERLE SCHAFER
14th CIRCUIT COURT

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 By: B. P. Caplan (Seal)
(Signature)
Bernard P. Caplan, Jr. - President
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
 _____ (Seal)
(Signature)
June R. Hornick
(Print or Type Name)

1700

I hereby certify that \$775.50 has been paid to the State Department of Assessments and Taxation for recordation taxes.

544 REC 465

Richard Donaldson

278240

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 235,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Glen Burnie Fitness, Inc.
 t/a Gold's Gym of Glen Burnie
(Name)
8425 Thornton Road
(Address)
Lutherville, Md. 21093

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: June Hornick
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Md. 21401

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

ALL ASSETS located at Governor Plaza, Rithchie Highway & Rte. 695
Glen Burnie, Maryland 21061

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

RECORD FEE 13.00
GK #525510 0055 REC 715/44
08/10/89
H. ERLE SCHAFER
AD. CL. CIRCUIT COURT

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
By: Bernard P. Caplan, Jr. (Seal)
(Signature)
Bernard P. Caplan, Jr. - President
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)
 _____ (Seal)
June R. Hornick (Seal)
(Signature)
June R. Hornick
(Print or Type Name)

B.00

544 REG 466

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH (301) 766 6763

BOOK 527 PAGE 302

TERMINATION STATEMENT

DN 272492

James L. [Signature]

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *M. J. [Signature]*
TITLE

DATED: 7/27/89

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

DJ

RECORD FEE 10.00
POSTAGE .20

RECORDED - 0955 AND 110:46
08/02/89
H. EDLE SCHAFER
AA 22. CIRCUIT COURT

15.2

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH (301) 766 6763

BOOK 515 PAGE 558

TERMINATION STATEMENT

ID# 269033

Ray + Susan Dove

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Monique J. Lyberg* Admin Asst DATED: *2/10/89*
TITLE

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

DJ

RECORD FEE 10.00
POSTAGE .50
RECORDED CLASS ROOM 112147
02/10/89
H. ERLE SCHWENK
AN ED. CIRCUIT COURT

1050

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

544 468

BOOK 531 PAGE 118

TERMINATION STATEMENT

ID # 274211

8-16-88

Steven Gully
axoni

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

By *M. Heber* Admin Asst
TITLE

DATED: 7/6/89

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

RECORD FEE 10.00
POSTAGE 1.00
NOTARIAL FEE 10.00
CK
H. ERLE SCHAFER
AN CO. CIRCUIT COURT

1/5/89

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

BOOK 541 PAGE 491

TERMINATION STATEMENT

Raymond & Jannie Blair

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
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.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Margaret Steffen Admin Asst*
TITLE

DATED: 6-30-89

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

25

RECORD FEE 14.00
POSTAGE .30

REGISTERED 1055 R02 712-48
09-10/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1052

Ann Arundel County

544 AE 470

278241

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
LEASING SYSTEMS, INC., a Maryland corporation	927	15th Street, N.W.,	Washington, DC	20005
	11634	Boiling Brook Place,	Rockville, MD	20852
	173	Jennifer Road,	Annapolis, MD	21401

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/DC NATIONAL	1801 K	Street, N.W.,	Washington, D.C.	20006

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

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

RECORD FEE 11.00
 POSTAGE 1.50
 RECORDED COPY AND TITLES 11.00
 APR 11 1989
 H. ERLE SCHAFER
 CLERK, CIRCUIT COURT

SOVRAN BANK/DC NATIONAL
 1801 K Street, N.W.
 Washington, D.C. 20006
 RETURN TO: Att: Val Reast

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

CHECK THE LINES WHICH APPLY

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

Debtor (s) or assignor (s)	SECURED PARTY:
LEASING SYSTEMS, INC.	SOVRAN BANK/DC NATIONAL (Seal)
BY: <u>[Signature]</u>	(Corporate, Trade or Firm Name)
Lee E. Nathanson, President	BY: <u>[Signature]</u>
(Type or print name under signature)	Signature of Secured Party or Assignee
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

1103

11.50

SCHEDULE "A"

Financing Statement

Debtor: Leasing Systems, Inc.

All of Debtor's right, title and interest to the equipment and all accessories or attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located, covered by the equipment leases:

#15346- between Debtor and Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn, dated July 1, 1985,

#15313 between Debtor and Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn, dated May 22, 1985,

#15314 between Debtor and Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn, dated May 22, 1985,

#15315 between Debtor and Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn, dated May 22, 1985,

and to said equipment leases and all contract rights, accounts receivable and proceeds arising therefrom; said equipment including but not limited to the equipment listed on the leases and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Debtor's Initials:

LSI

Officer's Initials:

SSP

3 Party
Lease # 15313
Ann Arundel County

544 REC 472

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 5, 1985 Record Reference 257765
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn		173 Jennifer Road	Annapolis, MD	21401

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/DC NATIONAL		1801 K Street, N.W.,	Washington, D.C.	20006

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

ASSIGNEE: SOVRAN BANK/DC NATIONAL

RECORD FEE 17.00
POSTAGE .50
4503860 DIST ROD 11/19
08/11/89
H. ERIC SCHAFER
AA CO. CIRCUIT COURT

DJ

Secured Party
~~Debtor(s)~~ or assignor(s)

SOVRAN BANK, N.A.

BY: Baldwin Lewis VP

(Type or print name under signature)

SECURED PARTY:/ ASSIGNEE:

SOVRAN BANK/DC NATIONAL (Seal)

(Corporate, Trade or Firm Name)

BY: ESelden Peters

Signature of Secured Party or Assignee

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

Val Read

SOVRAN BANK/DC NATIONAL
1801 K Street, N.W., Suite 260
Washington, D.C. 20006

RETURN TO:

1200

1150

Ann Arundell County
3 Party
LEASE #15315

544 PAGE 473

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 5, 1985 Record Reference 257766
Maturity date (if any) 4-87-89

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn		173 Jennifer Road	Annapolis, MD	21401

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/DC NATIONAL		1801 K Street, N.W.,	Washington, D.C.	20006

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

ASSIGNEE: SOVRAN BANK/DC NATIONAL

RECORD FEE 12.00
POSTAGE 2.00
REGISTERED MAIL 1.00
12/11/89
BK H. ERLE SCHEFFER
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s) Secured Party

SOVRAN BANK, N.A.

BY:

Barbara J. ...

(Type or print name under signature)

SECURED PARTY: / ASSIGNEE:

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

BY:

E. Schenck Peters

Signature of Secured Party or Assignee

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

Val Read

SOVRAN BANK/DC NATIONAL
1801 K Street, N.W., Suite 260
Washington, D.C. 20006

RETURN TO:

1238

11.50

544 PAGE 474

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 September 20, 1985 Record Reference 258523
Maturity date (if any) 489-597

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn		173 Jennifer Road	Annapolis, MD	21401

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/DC NATIONAL		1801 K Street, N.W.,	Washington, D.C.	20006

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

ASSIGNEE: SOVRAN BANK/DC NATIONAL

RECORD FEE 12.00
POSTAGE 1.50
RECORDED 1231 RD 11/20
11/16/89
CK H. DALE SCHAFER
AA CO. CIRCUIT COURT

Val Read
SOVRAN BANK/DC NATIONAL
1801 K Street, N.W., Suite 260
Washington, D.C. 20006

RETURN TO:

~~Debtor(s)~~ Secured Party
or assignor(s)

SOVRAN BANK, N.A.

BY:

Baldwin

(Type or print name under signature)

SECURED PARTY: / ASSIGNEE:

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

BY:

E. Seldentatus

Signature of Secured Party or Assignee

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

1200

1150

544 PAGE 475

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 5, 1985 Record Reference 257767
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Annapolis Mall Motel Limited Partnership D/B/A Ramada Inn		173 Jennifer Road	Annapolis, MD	21401

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/DC NATIONAL		1801 K Street, N.W.,	Washington, D.C.	20006

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

ASSIGNEE: SOVRAN BANK/DC NATIONAL

RECORD FEE \$2.00
POSTAGE \$0.50
RECEIVED 0237 PM JAN 21 1986
H. EDLE SCHAFER
AA CO. CIRCUIT COURT

DJ

RETURN TO:
 SOVRAN BANK/DC NATIONAL
 1801 K Street, N.W., Suite 260
 Washington, D.C. 20006
 Val Read

~~Debtor(s)~~ Secured Party
or assignor(s)

SOVRAN BANK, N.A.

BY:

Robert A. Lawrence VP

(Type or print name under signature)

SECURED PARTY: / ASSIGNEE:

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

BY:

E. Selden Peters

Signature of Secured Party or Assignee

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

12:30

11.50

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 \$ 19,624.00. 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): Web Printers, Inc. Address(es): 1342 Charwood Road
Hanover, MD 21076

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: Collateral Unit
Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203

RECORD FEE 11.00
 RECORD TAX 140.00
 POSTAGE SK .50
 #638130 C345 R01 T11+03

(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.
- 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.)

09/11/89
 SCHAFFER
 CIRCUIT COURT

Description of Collateral (or Real Property). (Continued on Schedule A):

See attached schedule A

Debtor: Web Printers, Inc.

Secured Party: Maryland National Bank

By: Wayne Morgan, Treasurer (Seal)
 Type name and title, if any

By: Dan H. Sheehan (Seal)
 Type name and title
 DAN H. SHEEHAN
 ASSISTANT VICE PRESIDENT

MARYLAND NATIONAL BANK

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

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 June 16, 1989, and executed by Web Printers, 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 Model 3200 Ryobi Offset Press S/N 6943
- 1 Second Color Townsend T-51 Head S/N 892516ped

GRANTOR/DEBTOR

By: Web Printers, Inc. (SEAL)
 Name: Wayne Morgan, Treasurer
 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.

544 PAGE 478

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261223

RECORDED IN LIBER 496 FOLIO 471 ON April 7, 1986 (DATE)

1. DEBTOR

Name Erol's, Inc.

Address Harundale Mall, 7700 Ritchie Hwy., Glen Burnie, MD 21060
1605 West Street, Annapolis, MD 21401

2. SECURED PARTY

Name BORG-WARNER ACCEPTANCE CORP.

Address 10400 Connecticut Ave., #402, P.O. Box 285, Kensington, MD 20895

1900 Sulpher Spring, Rd., P.O. Box 7360, Baltimore, MD 21227

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

4538220 C345 R01 T11128

08/11/89

ERLE SCHAFER
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: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>PLEASE TERMINATE ABOVE FILING.</p>	

BORG-WARNER ACCEPTANCE CORPORATION
by:

Dated _____

PAK
(Signature of Secured Party)

Philip A. Karl, Branch Operations Mgr.
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 544 PAGE 479

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251212 **

RECORDED IN LIBER bk. 471 FOLIO pg 373 ON March 15, 1984 (DATE)

1. DEBTOR

Name MARYLAND INDUSTRIAL TRUCKS, INCORPORATED (A MARYLAND CORP.)
Address 719 T. Hammonds Ferry Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name AMERICAN ACCEPTANCE CORPORATION
Address P.O. Box 808 Philadelphia, Pennsylvania 19105

REC'D FEE 10.00
POSTAGE .50

DJ

~~The First National Bank of Maryland, 18 West Street, Annapolis, MD 21401~~
Person And Address To Whom Statement Is To Be Returned If Different From Above.

#638250 0345 R01 711*31
08/11/89

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>

** Also refers to Amendment file #Bk. 478, Pg. 409 filed 10/9/84

Dated August 3, 1989

AMERICAN ACCEPTANCE CORPORATION
Noreen DiPrinzio (auth. sign.)

(Signature of Secured Party)
Noreen DiPrinzio
Type or Print Above Name on Above Line

544 PHE 480

278213

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. \$ 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.

TO PERFECT A SECURITY INTEREST TAKEN OR RETAINED BY A SELLER

1. DEBTOR Flash Print, Inc.
OF COLLATERAL TO SECURE ALL OR PART OF ITS PRICE,

Name _____
Address 8965 Guilford Rd., Suite 100, Columbia, MD 21046

2. SECURED PARTY

Name Heidelberg Eastern, Inc.
Address 73-45 Woodhaven Blvd.
Glendale, NY 11385

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
One (1) new Heidelberg Two Color, Perfecting Press Model GIOZP (14x20) complete with Super Blue in Delivery, Alcolor, and all standard equipment.

One (1) new Omegabinder, complete six pockets, with one (1) Hohner Universal 55/7F Head. Three (3) Halftiming pockets, all standard equipment. Debtor not authorized to sell or otherwise dispose of or encumber the collateral.

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

The CIT Group/Equipment Financing
South Point #2
1180 West Swedesford Road, Suite 200
Berwyn, PA 19312

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Safi Khan, President
(Signature of Debtor)

SAFI KHAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Krisher
(Signature of Secured Party)

Mary Krisher Asst. Secretary

Type or Print Above Signature on Above Line

RECORD FEE 11.00

CK 9838390 C345 R01 T11446

08/11/89

H. ERLE SCHAFER

AN CO. CIRCUIT COURT

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

544

PAGE 481

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 Metta F. Radcliff t/a Fay Radcliffe Bus Service

Address 8429 Maryland Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 South Paca Street, Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above: FEE 12.00

CK POSTAGE .50

3. Maturity date of obligation (if any) _____

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

REGISTRATION FEE R01 71147

08/11/89

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

One (1) new 1989 GMC Model PB6P042 school bus s/n 1GDL6P1G1KV516482 with a 165H.P Detroit diesel engine, automatic transmission and a 66 passenger Thomas school bus body.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Metta F. Radcliff t/a Fay Radcliffe Bus Service

Metta Fay Radcliffe
(Signature of Debtor)

First Maryland Leasecorp

Metta Fay Radcliffe
Type or Print Above Name on Above Line

W. R. Brown, Asst V.P.
(Signature of Secured Party)

(Signature of Debtor)

W.R. Brown, Assistant Vice President
Type or Print Above Signature on Above Line

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. \$ _____

If this statement is to be 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 Southward Corporation
Address 1915 Lincoln Dr - Annapolis, MD 21401

2. SECURED PARTY

Name American Honda Finance Corporation
Address P O Box 2295, Torrance, CA 90509-2295

Person And Address To Whom Statement Is To Be Returned 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 ATTACHMENT

Name and address of Assignee
RECORD FEE 10.00
#38410 0345 R01 T31748
CK 03/11/89
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)

Kenneth R Wagner Pres
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Name on Above Line
Southward Corporation
(Signature of Debtor)

Type or Print Above Signature on Above Line

American Honda Finance Corporation
R. Nakamura, VP&Gen Mgr
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

P500206

ATTACHMENT

544 PAGE 483

#4

All 2,3,and 4 wheeled Honda vehicles,generators,lawnmowers,tillers,outboard motors,snowblowers,engines,water pumps,and other implements,equipment,products and goods now or hereafter acquired for which Secured Party provides financing, in whole or in part, and all accessions and parts, accessories and equipment attached thereto, together with all replacements,substitutions and additions thereto, and cash and non-cash proceeds thereof; Honda parts and cash and non-cash proceeds thereof; and accounts receivable relating to Dealer's business of selling and servicing Honda products.
This UCC covers all other locations.

This UCC is also to include the following debtor's location:
2431 Crofton Lane, Crofton, MD 21114

ATTACHMENT

544 PAGE 484

#4

All 2,3,and 4 wheeled Honda vehicles,generators,lawnmowers,tillers,outboard motors,snowblowers,engines,water pumps,and other implements,equipment,products and goods now or hereafter acquired for which Secured Party provides financing, in whole or in part, and all accessions and parts, accessories and equipment attached thereto, together with all replacements,substitutions and additions thereto, and cash and non-cash proceeds thereof; Honda parts and cash and non-cash proceeds thereof; and accounts receivable relating to Dealer's business of selling and servicing Honda products.
This UCC covers all other locations.

This UCC is also to include the following debtor's location:
2431 Crofton Lane, Crofton, MD 21114

STATE OF MARYLAND

A.A. County

544 REC 485

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261492

RECORDED IN LIBER 497 FOLIO 257 ON April 24, 1986 (DATE)

1. DEBTOR

Name Kurt Iron & Metal Co., Inc.

Address 2900 Childs Street Baltimore, Maryland 21226

2. SECURED PARTY

Name Union Trust Company of Maryland

Address P.O. Box 22497 Baltimore, Maryland 21203

RECORD FEE 10.00

POSTAGE .50

557420 0345 R01 71149

08/11/89

DJ

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>

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

Dated 8-9-89

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

544-486

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
APPROVED FOR USE IN NORTH CAROLINA

UCC-1

CONTACT YOUR LOCAL STATE AUTHORITY FOR USE IN YOUR PARTICULAR STATE.

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

(1) Debtor(s) (Last Name First) and Address(es):	(2) Secured Party(ies) (Name(s) And Address(es):	No. of Additional Sheets Presented:
Marley Park Corporation 7680 Baltimore Annapolis Blvd. Glen Burnie, MD 21061	Arbutus Refrigeration, Inc 6225 Washington Blvd. Baltimore, MD 21227	278216

(3) Collateral is or includes fixtures.
 Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
 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) "L" Shaped Walk-In Cooler complete with Merchandising Doors and one (1) Personnel Door, and one (1) 5 H.P. Semi-Hermetic Condensing Unit with 2 fans.

THIS FORM IS VOIDED UPON FULL AND FINAL PAYMENT FROM FORMS A-1, A-2 & A-3 COPIES OF WHICH ARE ATTACHED TO THIS FORM AND BECOME A PART HEROF.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) HERETO AND BECOMES A PART HEROF, Sidney Lightfoot
 (BY) [Signature]
 Standard Form Approved by N.C. Sec. of State and other states shown above.

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

(1) Filing Officer Copy - Numerical

UCC-1

RECEIVED FEE 11.00
 403440 0345 R01 11150
 09/11/99
 H. EME STAUFFER
 10. CIRCUIT COURT

278217

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Willis W. Fleming Ella Fleming	24 Chesapeake Mobile Court Hanover, Md 21076

SECURED PARTY (Dealer)

Chesapeake Mobile Homes, Inc.
P.O. Box 288
Millersville, Maryland 21108

RECORD FEE 12.00

POSTAGE .50

4630450 0345 R01 T11:51

ASSIGNEE (Bank)

THE BANK OF BALTIMORE
(Assignee)

Address: P.O. Box 896
Baltimore, Maryland 212030. CIRCUIT COURT

CK

08/11/89

H. ERLE SCHAFER

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

1979 WINDSOR 14x70 ZW170149538
microwave, stereo system, dishwasher, central air, washer, dryer

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

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

DEBTOR:

SECURED PARTY:

X Willis Wilbur Fleming
Willis W. Fleming
X Ella Gertrude Fleming
Ella G. Fleming

BY: Pat Lloyd
THE BANK OF BALITMORE

Note: The Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes which has been assigned to The Bank of Baltimore.

544 PAGE 489

Anne Arundel Co
C-02-07250-2

STATE OF MARYLAND

278219

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 Stevens, James R. T/A Stevens Excavating
Address 1603 Colbert Road Annapolis, MD 21401

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 201 Ritchie Road, Bldg. A Capitol Heights, MD 20791

First Interstate Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:
First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 22.00
POSTAGE .50
CK 538500 0345 R01 T11:58
03/11/89
SCHAFFER
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)

James R. Stevens T/A Stevens Excavating

James R. Stevens
(Signature of Debtor)
James R. Stevens
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

Bill Fenwick, Pres
(Signature of Secured Party)
Bill Fenwick, Pres
Type or Print Above Signature on Above Line

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

544 PAGE 490

TO: Washington Freightliner, Inc. (Seller)

FROM: James R. Stevens T/A Stevens Excavating (Buyer)

201 Ritchie Road, Bldg. A Capitol Heights, MD 20791 (Address of Seller)

1603 Colbert 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): See Schedule "A" attached hereto and made a part hereof for description of equipment. *See Schedule "B" attached hereto and made a part hereof for payment schedule.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$111,730.00; (2) Less DOWN PAYMENT in Cash \$9,700.00; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-; (4) CONTRACT PRICE (Time Balance) \$102,030.00.

*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:

1603 Colbert 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 One hundred two thousand thirty and 00/100 ***** Dollars (\$ 102,030.00) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 7th day of September, 19 89 and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ * with interest from 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: August 7 19 89

BUYER(S)-MAKER(S):

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

James R. Stevens T/A Stevens Excavating (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature] (Witness as to Buyer 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

3

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 (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 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 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, 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 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 renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not 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. (SEAL)

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature)

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

(Witness)

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 August 7, 1989

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and James R. Stevens T/A Stevens Excavating 1603 Colbert Road Annapolis, MD 21401

(Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in 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 \$ 102,030.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of August, 1989 Washington Freightliner, 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.)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 7 1989 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Freightliner Dump Truck with R & S Steel Dump Body	1989	12054S	1FVN2EC99KH355989
	Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following:			
One (1)	Fiat Allis Crawler Loader		FL10B	105656

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgageor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Washington Freightliner, Inc.

By: [Signature]

Purchaser, Mortgageor or Lessee:

James R. Stevens T/A
Stevens Excavating

By: [Signature]

[Signature]
Stevens Excavating

278250

544 PAGE 494

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) Schwartz, Daniel & Paula 1548 Lodge Pole Court Annapolis, MD 21401	2 Secured Party(ies) and address(es) Chesapeake Water Systems, Inc 7310 Ritchie Highway Glen Burnie, MD 21061	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 RECEIVED STATE COURT 11/12/89
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4. This financing statement covers the following types (or items) of property:

1 Water Treatment System

Located at: 1548 Lodge Pole Court
Annapolis, MD 21401

Secured party is the seller

Return to:

5. Assignee(s) of Secured Party and Address(es)
09/11/89
Security Pacific Fin. Svcs
7310 Ritchie Hwy. Ste 404
Glen Burnie, MD 21061

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:

Daniel Schwartz Paula Schwartz

By: Paula Schwartz
Signature(s) of Debtor(s)

Security Pacific Financial Services, Inc
Sherry Parada, Assistant Manager

By: Sherry Parada
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

STATE OF MARYLAND

BOOK 544 PAGE 496

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255262

RECORDED IN LIBER 481 FOLIO 484 ON January 21, 1985 (DATE)

1. DEBTOR

Name Dr. Frederick J. Blumenfeld, D.D.S.
Address 667 Old Mill Plaza, Millersville, Maryland 21108

2. SECURED PARTY

Name Chase Bank of Maryland, successor in interest to
Chesapeake Savings and Loan Association
Address 10 E. Baltimore Street, Baltimore, Maryland 21202

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

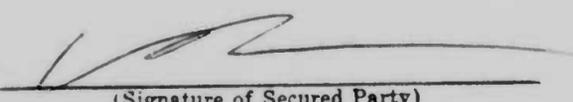
<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the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

All equipment, furniture, fixtures, inventory, accounts receivable now owned and hereafter acquired including but not limited to dental chairs, accessories, and operating instruments, also to specifically include certain savings accounts as pledged.

RECORD FEE 10.00
.50
0345 001 112402
09/11/89
H. ERLE SCHAFER
AP CO. CIRCUIT COURT

Chase Bank of Maryland

Dated July 26, 1989


(Signature of Secured Party)
Wayne E. Olson, Vice President
Type or Print Above Name on Above Line

544 495

278251

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) Cate, Edward & Connie 3621 Chaucer Road Pasadena, MD 21122	2 Secured Party(ies) and address(es) Chesapeake Water Systems, Inc 7310 Ritchie Highway Glen Burnie, MD 21061	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE CK .50 SECURITY PACIFIC FIN. SVCS. 11/2/80 5 Assignee(s) of Secured Party and Address(es) 09/11/80 Security Pacific Fin. Svcs 7310 Ritchie Highway Ste 404 Glen Burnie, MD 21061
---	--	--

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

1 Water Treatment System

Loacated at: 3621 Chaucer Road
Pasadena, MD 21122

Secured party is the seller

Return to <

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:

Edward W. Cate <i>[Signature]</i> X Connie L. Cate Connie L. Cate Signature(s) of Debtor(s)	Security Pacific Financial Services, Inc Sherry Parada, Assistant Manager X <i>[Signature]</i> Signature(s) of Secured Party(ies)
--	--

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

544 497

278252

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$40,030.01

STATE OF MARYLAND. ANNE ARUNDEL COUNTY

FINANCING STATEMENT

Filing Officer
Date:
Time:
No.
Filing Officer:

<u>Debtor(s) Name(s)</u>	<u>Address(es)</u>
ACADIAN LIQUORS, INC. trading as FINE SPIRITS LIQUORS	249 West Street Anne Arundel County Annapolis, Maryland 21401

<u>Secured Parties</u>	<u>Address</u>	RECORD FEE	POSTAGE
FRANCIS ADAMS and/or RUTH ADAMS, his wife	10422 Knollwood Drive Adelphi, Maryland	12.00	.50

This Financing Statement covers and Debtors hereby grant to the Secured Party, a security interest in the following property and all proceeds thereof, including, without limitation, all proceeds after acquired rights and any insurance policies covering all or any part of such property.

Real Property - None

Other - All stock, goods, supplies, machinery, automobiles, equipment, furniture, leasehold improvements, and fixtures, now owned or hereafter acquired, together with all replacements thereof belonging thereto or for use in connection therewith and any and all other items or assets which comprise the business known as Fine Spirits Liquors, 249 West Street, Annapolis, Maryland 21401.

Additional Sheets attached - None

DEBTOR:	ADDRESS WHERE COLLATERAL WILL BE LOCATED:
ACADIAN LIQUORS, INC.	249 West Street Anne Arundel County Annapolis, Maryland 21401

By: Fred P. Brown
FRED P. BROWN, President

Mr. Clerk: Please return to: Leonard Z. Bulman, 155 Duke of Gloucester Street, Annapolis, Maryland 21401

SECURED PARTIES:

Francis Adams
FRANCIS ADAMS

Ruth Adams
RUTH ADAMS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY
TERMINATION STATEMENT FOR FINANCING STATEMENT

RECORDED AT

BOOK 453 PAGE 11

25

Debtor(s) Name(s)

Address(es)

Fine Spirits, Inc.
Nikita Jerkevich
Renee E. Delise

249 West Street
Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50

09/14/89

Secured Parties

Address

Adro Incorporated
Francis D. Adams
Ruth Adams

10422 Knollwood Drive
Adelphi, MD 20783

The Secured Parties, FRANCIS ADAMS and RUTH ADAMS, give this termination Statement as to the above Financing Statement effective July 17, 1989, payment having been made by a Promissory Note and new Financing Statement to be recorded in the Circuit Court for Anne Arundel County.

SECURED PARTIES:

Francis D. Adams
FRANCIS ADAMS

Ruth Adams
RUTH ADAMS

FINANCING STATEMENT

Taxable Debt: \$100,000
~~Not subject to recordation tax~~

1. Name of Debtor(s): Annapolis Construction, Inc.
Address: 3254 A. Harness Creek Road
Annapolis, Maryland 21403

\$711.50 paid to The
Anne Arundel County
Clerk of the Court

2. Name of Secured Party: Annapolis Banking and 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 700.00
CK POSTAGE .50
#639500 0345 RM 110117
08/14/89

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

1989 Caterpillar Model 953 track type loader serial #20Z02779

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):

.....Annapolis Construction, Inc.

.....*D. Clow (Pres)*.....

Secured Party:

.....Annapolis Banking and Trust Company
(Type Name of Dealership).....

By.....*John Koehler*.....
(Authorized Signature)

.....John Koehler, Vice President.....
(Type Name and Title)

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

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

AMENDED AND RESTATED FINANCING STATEMENT

(AMENDS ORIGINAL FINANCING STATEMENT FILED AMONG FINANCING RECORDS, CIRCUIT COURT OF ANNE ARUNDEL COUNTY MARYLAND: RECORDING INFORMATION: November 30, 1988 IN LIBER 535 AT FOLIO 94)

NOT SUBJECT TO RECORDATION TAX

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAS BEEN PAID IN CONNECTION WITH A DEED OF TRUST RECORDED AND A NOTE AND DEED OF TRUST MODIFICATION AGREEMENT RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND AND PREMISES HEREINAFTER DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

THIS AMENDED AND RESTATED FINANCING STATEMENT, dated as of the 8th day of August 1989, is presented for filing pursuant to the Uniform Commercial Code of the State of Maryland.

1. Debtor's name and address:

Selby Bay Yacht Club Property Corporation
1116 Turkey Point Road
Edgewater, Maryland 21037

RECORD FEE 12.00
POSTAGE .50

2. Secured Party's name and address:

HOME FEDERAL SAVINGS BANK
(formerly known as Home Federal Savings
and Loan Association)
5225 Wisconsin Avenue, N.W.
Washington, D.C. 20015

44-0000 0345 R01 111436
08/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers the following property to be utilized in or realized from the use and occupancy of improvements on the land described in that certain deed of trust dated November 22, 1988 from the Debtor to Louis Pohoryles and Abraham J. Greenstein, Trustees, for the benefit of the Secured Party, recorded November 30, 1988, in Deed Book 4744 at page 420 among the land records of Anne Arundel County, Maryland, as the same has been amended by that certain note and deed of trust modification agreement of even date herewith to be recorded among the aforesaid land records simultaneously with the recording hereof (the aforesaid deed of trust, as modified, being hereinafter referred to as the "Deed of Trust"):

A. All of the fixtures, building materials and equipment, furniture, furnishings and appliances now or hereafter delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor; and

B. All of the other personal property of the Debtor now or hereafter located on the premises described below and necessary to the use and occupancy thereof; and

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- C. All of the Debtor's right, title and interest in and to all leases of the land and premises described in Exhibit "A" attached hereto, and the rents and security deposits payable thereunder; and
 - D. All of the Debtor's right, title and interest in and to all of the slip rentals, fees and any other charges which the Debtor imposes in connection with the use of the land and premises described in Exhibit "A" attached hereto and the slips, docks and piers related thereto; and
 - E. All awards and other payments in respect of any taking (as described in section 9 of the Deed of Trust) and all insurance proceeds (as described in section 11.3 of the Deed of Trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the Deed of Trust; and
 - F. All issues, proceeds and profits of the land and premises described in Exhibit "A" attached hereto.
4. Said Deed of Trust secures an obligation of the Debtor to the Secured Party in the principal amount of \$250,000, which obligation has a maturity date of November 22, 2008.
 5. Proceeds of the collateral are also covered.
 6. The real property covered by the aforesaid Deed of Trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

SELBY BAY YACHT CLUB PROPERTY CORPORATION, a Maryland corporation

By:  (SEAL)
 Name: Gerald Raine
 President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By:  (SEAL)
 Its: Vice President

[0021U]

LEGAL DESCRIPTION

All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and further described as follows:

BEGINNING for the same at a pipe found at the end of the North 89° 51' West 121.5 foot line of the first part of the conveyance from J. Howard Bast to the Selby Bay Yacht Club, Inc. by deed dated January 14, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 734, folio 243; and running from said beginning point so fixed and with the second line of said conveyance along an existing hedge row, North 02° 50' East 101.68 feet to an iron pipe found; THENCE continuing North 02° 50' East 1.71 feet to the water's edge of Selby Bay and a concrete bulkhead; THENCE with said concrete bulkhead along the water's edge of said Bay, North 74° 30' 20" East 143.89 feet to a point in the centerline of a pier; THENCE continuing with the water's edge of Selby Bay, North 74° 41' 30" East 201.63 feet to a bend in a wooden bulkhead; THENCE with said wooden bulkhead and the water's edge of Selby Bay, North 31° 07' 30" East 2.42 feet, North 80° 21' 30" East 183.9 feet, North 86° 25' 40" East 16.69 feet, South 09° 37' 20" West 16.54 feet, North 88° 00' 20" East 19.36 feet, North 12° 54' 10" East 16.93 feet, North 86° 56' 20" East 17.23 feet and South 35° 22' East 154.95 feet to a P.K. nail set in the bulkhead on the northwest side of the County Road leading to Turkey Point, said County Road being shown on a plat prepared by the County Commissioners of Anne Arundel County dated September 1959, and recorded among the Land Records of Anne Arundel County in Liber 1372, folio 123; THENCE with the side of said County Road, 30 feet wide, as shown on said plat, South 42° 18' 20" West 68.61 feet to a point of curve; THENCE with the arc of said curve to the right, said curve having a radius of 214.18 feet, a chord of South 67° 00' 55" West 179.06 feet to a pipe set at a point of tangency; THENCE continuing with the side of said road, North 88° 16' 30" West 454.09 feet to a pipe set; THENCE leaving said road and running with the southerly extension of the North 00° 09' East 109.2 foot line of the first part of the above mentioned conveyance to the Selby Bay Yacht Club, Inc. reversely, North 02° 50' East 3.73 feet to the place of beginning. CONTAINING 2.61 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Surveyors, in January 19 and described in August 1965.

Being the same land obtained by Deed recorded in Liber 1982 at folio 237.

PARTIES

Debtor name (last name first if individual) and mailing address:
 NORSWORTHY JAMES V.
 7 SOUTH GAIL STREET
 LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:
 NORSWORTHY DEBORAH A.
 7 SOUTH GAIL STREET
 LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
 PROFESSIONAL MH BROKERS
 10401 LANHAM-SEVERN ROAD
 LANHAM, MD 20706

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
 GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

PROFESSIONAL MH BROKERS

DC Swine, agent

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **278254** **Date, Time, Filing Office** (stamped by filing officer):

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth. **12.00**
 Prothonotary of _____ County
 real estate records of _____ County **09/14/89**

Number of Additional Sheets (if any): **7**
Optional Special Identification (Max. 10 characters): **44 DL CIRCUIT COURT**

COLLATERAL

Identify collateral by item and/or type:

1974 CHAMPION ATLANTIC 24 X 44
 SERIAL # 0742526972 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
 1 NORSWORTHY JAMES V. *James V. Norsworthy*
 1a NORSWORTHY DEBORAH A. *Deborah A. Norsworthy*
 1b _____

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
 3062 PS BUSINESS CENTER
 WOODBRIDGE, VA 22192

278255

STATE OF MARYLAND

(Anne Arundel Co)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 544 504

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NO

If this statement is to be 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. ~~PERSON~~ LESSEE:

Name C&P Telephone Companies
Address ANNAPOLIS RCMAC, 2510 Riva Road, 3rd Floor
Annapolis, MD 21401

2. ~~SECURED PARTY~~

LESSOR:
Name MISSO Services Corporation, Suite 1200
Address 5201 Leesburg Pike, Falls Church, VA 22041

RECORD FEE 11.00
#840190 E345 R01 T12#22
09/14/89

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)

The Equipment listed on the Attached Exhibits is leased to Lessee by Lessor under Contract No. BG01771, Order No. BL06244.

Name and address of Assignee
First Pennsylvania Bank N.A.
1500 Market Street
Philadelphia, PA 19101
Attn: Commercial Finance

CHECK THE LINES WHICH APPLY

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

Bell Atlantic Network Services, Inc.
for The Chesapeake and Potomac Telephone Companies

(Signature of ~~Debtor~~ Lessee)

RONALD BENDER
Type or Print Above Name on Above Line
SPECIALIST REGIONAL CONTRACTS

(Signature of Debtor)

Type or Print Above Signature on Above Line

AUG 08 1989

MISSO Services Corporation

(Signature of ~~Secured Party~~ Lessor)
Michael A. Ferrell

Type or Print Above Signature on Above Line

EXHIBIT A

PAGE 544 PAGE 505

Contract No. BGO1771
Order No. BLO6244
Page ofEQUIPMENT SCHEDULE
ANNAPOLIS RCMAC

<u>AT&T ID No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
3708-376	AT&T 6386E WGS CPU Serial #	1
37706	125MB Streaming Tape	1
37354	Video Display Controller	1
37357	Monochrome Monitor (314) w/cable	1
37713	1MB RAM Expansion Card	1
37714	1MB RAM Chip Sets	3
501006878	615MT Logic Base	5
501007983	615MT Amber Screen	5
501004865	615MT 98 Keyboard	5
2750-C09	Connector	5
500053798	Serial Line Printer (5320)	2
524272937	Printer Tractor Feed	2
404077083	Serial Line Printer (477)	1
2750-C12	Connector	3
524274214	Printer Stands	3
105385140	Power Supply UPS (010U111)	1
1331-026	UNIX System V/386	1
37707	10 Port Intel Card	3

STATE OF MARYLAND

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278 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 Bowen Carpets

Address 208 Maryland Pasadena, Maryland 21122

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue

St. Louis, Missouri 63143

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

RECORD FEE 11.00
POSTAGE CK .50
9840160 C345 R01 T12:26

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

SEE ATTACHED SALE CONTRACT & SECURITY AGREEMENT FOR ORIGINAL SIGNATURES OF DEBTOR AND SECURED PARTIES.

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

SALE CONTRACT AND SECURITY AGREEMENT

NUMBER 748967 8004 044 PAGE 507



7910 MANCHESTER ST. LOUIS, MO. 63143
("Seller")

NAME BOWEN CARPETS
BILLING ADDRESS 208 MADLAND AVE. CASADENA, ANNE ARUNDEL. MD.
("Buyer")

Agreement to Purchase: Buyer (if more than one, jointly and severally) having been quoted both a time and a cash price, hereby purchases and Seller hereby sells, on a time basis and subject to the terms and conditions set forth on both sides hereof, the Equipment described below and/or in the Schedule "A" attached hereto and incorporated herein (hereinafter referred to as the "Equipment").

(Describe Equipment fully, including model number, make, kind of unit, serial number)		
1. L051699, Honey Machine S/N	25122	1. Cash Price \$ <u>14390.60</u>
1. RG300. Precision gages S/N	22808	2. Down Payment Cash/Check \$ <u>1490.60</u>
1. CIG770 Cal ginder S/N	1908	3. Unpaid Cash Balance (1 minus 2) \$ <u>12900.00</u>
1. CIG600 Calmit		4. Time Charge \$ <u>4252.80</u>
1. LBN62 metal set.		5. Time Balance (3 plus 4) \$ <u>17152.80</u>
1. LBN64 metal set.		6. Time Sale Price (2 plus 5) \$ <u>18643.40</u>
1. TN111, Ad objivar.		
1. CF1000 Cutting fixture.		
1. GA2125 Box gage.		
1. AN600 Hand tool.		
AND VARIOUS TOOLING		

All Equipment shall be kept at: (If different from billing address)
_____(Street) _____(City) _____(County) 48 _____(State)

Promise to Pay: Buyer unconditionally promises to pay to the order of seller the time balance in 48 consecutive installments; the first installment due _____(Date) and subsequent installments due on the same day of each _____(monthly unless otherwise specified) thereafter. Each installment shall be in the amount of \$ 357.35 except the final installment which shall be \$ 357.35 payments to be made at the place designated by Seller or its assigns (or, if no place be designated, at the address of seller set forth hereinabove); provided, however, that if a different installment schedule is attached hereto as Schedule "B", said Time Balance is to be paid in installments in accordance therewith.

Late Charge: If any installment is not paid in full and received by Seller within (10) days after the due date, Buyer agrees to pay to Seller a late charge of five cents (\$.05) per dollar on and in addition to the amount of such installment, as liquidated damages for Seller's administrative expenses in connection with such late payment, but not exceeding the lawful maximum, if any.

Grant of Security Interest: Buyer hereby grants to Seller a security interest in (a) the equipment, (b) all cash and noncash proceeds of the equipment and (c) all increases, substitutions, replacements, additions, and accessions thereto, to secure the payment and performance of the obligations of Buyer pursuant to this agreement.

Acts to be Performed by Buyer: Buyer agrees as follows: (a) Payment and Performance: Buyer shall pay and perform all of the obligations of this Agreement. (b) Further Assurances: Buyer shall defend the title to the Equipment against all persons and against all claims and demands whatsoever, and shall indemnify Seller for all costs, fees, and expenses incurred in connection with such claims and demands. On demand by Seller, Buyer shall (1) furnish further assurance of title, (2) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement, and (3) execute any instrument or statement required by law or otherwise in order to perfect or continue the security interest of the Seller in the Equipment and pay all costs of filing in connection therewith. (c) Possession and Removal: Buyer may remain in possession of the equipment until default under this Agreement. Buyer shall not permit the Equipment to be removed from Buyer's place of business at the address shown above without consent of the Seller. (See additional Terms and Conditions on back.)

NO VARIATION OR MODIFICATION OF THIS AGREEMENT AND NO WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY DULY AUTHORIZED OWNERS, PRINCIPALS OR OFFICERS OF SELLER AND BUYER. SELLER'S FIELD REPRESENTATIVES OR SALESPERSONS ARE NOT SO AUTHORIZED.

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law, you have the right to pay off in advance the full amount due and to obtain a partial refund of the Time Charge. There is NO PENALTY FOR PRE-PAYMENT.

ALL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT ARE A PART HEREOF AND ARE BINDING UPON THE PARTIES HERETO. Receipt of an executed copy of this SALE CONTRACT AND SECURITY AGREEMENT is hereby acknowledged.

(Signed) SUNNEN PRODUCTS COMPANY (L.S.)
(Signature of Seller if individual; typed name of Seller if other than individual.)

By Les McKee - Mgm. (S.)
(Signature & Title if Seller is not individual.)

Seller's Address 7910 MANCHESTER AVE. ST. LOUIS, MO., 63143

Date Executed by Seller July 26, 19 89

COPY FOR FILING

PLEASE USE INK
ORIGINAL SIGNATURES REQUIRED ON ALL COPIES

James P. Bowers (L.S.)
(Signature of Buyer if individual; typed name of Buyer if other than individual.)

By _____ (L.S.)
(Signature & title if Buyer is not individual.)

By _____ (L.S.)
(Signature & title if Buyer is not individual.)

(Signature of Co-buyer) _____

(Witness) _____

Date Executed by Buyer July 18- 19 89

SALE CONTRACT AND SECURITY AGREEMENT

7110-110

ADDITIONAL TERMS AND CONDITIONS

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PAGE 518

(d) Sale and Exchange: Buyer shall not, without the written consent of the Seller, sell, exchange, contract to sell, lease, encumber or transfer the equipment, and whether or not such consent has been obtained, the proceeds of such sale, exchange, or transfer shall be (1) applied on the obligations secured by this Agreement and, (2) until so applied be held in trust subject to the security interest of this agreement. (e) Certain Acts required: (1) Proper Care and inspection: Buyer shall maintain the Equipment in good and saleable condition, repair it if necessary, clean, shelter, and otherwise deal with the Equipment in all such ways as are considered good practice by owners of like property. Buyer shall use the Equipment lawfully and only as permitted by insurance policies. Seller may enter upon the premises where the Equipment is located and examine it. (2) Insurance: Buyer shall keep the Equipment insured for the benefit of Seller against loss by fire and other casualties or risks in such form and amount, with such companies, as may be acceptable to Seller but in no event less than the full insurable value thereof. Buyer shall give immediate written notice to the Seller and to insurers of loss or damage to the Equipment and shall promptly file proofs of loss with insurers. If requested by Seller, insurance policies covering the Equipment shall provide that proceeds thereof be payable to Seller as its interest may appear. Seller to be named as insured and mortgagee, and shall provide 10 days' minimum written notice of cancellation to Seller. Seller may apply any proceeds of insurance which may be received by it toward payment of the obligations secured by this Agreement. (3) Encumbrances and Taxes: Buyer shall keep the Equipment free from all security interests (other than those created pursuant to this Agreement), liens, claims, charges, encumbrances, taxes and assessments and shall pay when due all taxes and assessments relating to the Equipment. (4) Information: Buyer shall furnish promptly to Seller any information Seller may reasonable require. Buyer represents and warrants that any information at any time supplied to Seller (including, but not limited to, the value and condition of the Equipment, and the accuracy of any financial statements) is (or will be) correct. (5) Notification of Change: Buyer shall notify Seller promptly of any change in the location of the Equipment or in Buyer's place or places of business or mailing address. (f) Failure to Perform Required Acts: (1) Performance by Secured Party: Upon failure by the Buyer to perform the acts described in paragraph (e), the Seller is authorized and has the option to perform any of said acts in any manner deemed proper by the Seller, without waiving any rights to enforce this agreement. (2) Advances Secured: The reasonable expenses (including, without limitation, attorney's fees and the cost of any insurance and payment of taxes or other charges) paid by the Seller in respect to the Equipment pursuant to the paragraph immediately preceding shall be deemed advanced to the Buyer by the Seller, shall bear interest at the lower of (i) 15% per year, or (ii) the highest contract rate provided by the laws of the state in which the Equipment is located, and shall be secured by this Agreement. For the foregoing purposes, Seller can act in its own name or that of Buyer.

When Obligations Become Due: At the option of the Seller, the obligations secured by this Agreement shall become immediately due and payable in full upon the happening of one or more of the following events: (a) Default in Obligations: If the Buyer shall fail to pay any obligations undertaken pursuant to this Agreement when due and the Seller shall elect to accelerate the maturity of all such obligations (which, in the event of such failure, the Seller shall have the right to do). (b) Default in Security Agreement: If the Buyer shall fail to perform any covenant, condition or provision of this Agreement and such default shall have continued for a period of twenty (20) days after written notice thereof shall have been given by the Seller to the Buyer, or if any representation herein shall be false or if any warranty herein shall be breached. (c) Miscellaneous: Without in any way limiting the generality of the foregoing: (1) If the Buyer shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the Equipment. (2) If the Equipment or any portion thereof, or any interest of the Buyer therein, be levied upon by virtue of an execution issued upon any judgment or any other process.

Remedies Upon Default: (a) General: In the event of default under this Agreement, the Buyer and the Seller shall have the rights and remedies provided in the Uniform Commercial Code then in effect in the State where the Equipment is located and, in addition, those provided in this Agreement. (b) Assembly of Collateral: In the event of default the Buyer shall, upon request of the Seller, assemble the Equipment and make it available to the Seller at a place, reasonably convenient to both parties, designated by the Seller. (c) Care of the Collateral: Seller shall be deemed to have exercised reasonable care in the custody and preservation of the Equipment in its possession if it takes such action for that purpose as the Buyer requests in writing, but failure of the Seller to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Seller to preserve or protect any rights with respect to such Equipment against prior parties, or to do any act with respect to the preservation of such Equipment not so requested by the Buyer, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Equipment. (d) Cash or Credit Sales: It is agreed that sales for cash or on credit to a wholesaler, retailer, or user of property the same as or similar to the Equipment at public or private sale are all commercially reasonable means of disposition of the Equipment by the Seller if the Seller exercises its remedies under this Agreement. (e) Notice of Disposition: Unless the Equipment is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Seller shall give the Buyer notice of the time and place of any public sale of any of the Equipment or of the time after which any private sale or any other intended disposition thereof is to be made by sending notice, first-class postage prepaid and addressed to the Buyer at the latest address of Buyer appearing on the records of the Seller at least five days before the time of the sale or other disposition, which provisions for notice the Buyer and Seller agree are reasonable. (f) Application of Proceeds: Any proceeds of sale of any of the Equipment may be applied by the Seller to the payment of expenses in connection with the Seller's repossession, holding, conditioning for sale and sale of the Equipment, including reasonable attorney's fees and legal expenses, whether or not litigation is actually commenced and including the representation of Seller in proceedings of any nature under the Bankruptcy Code and any balance of such proceeds may be applied by the Seller toward the payment of the obligations secured by this Agreement in such order of application as the Seller may from time to time elect. Seller, may at its discretion, apply any surplus to the payment of indebtedness of Buyer to third parties claiming a secondary security interest in the Equipment. The Seller may bid and become a purchaser at any sale held pursuant to this Agreement.

Covenant to Pay Deficiency: Upon default, if the proceeds of sale or other disposition of the Equipment fail to satisfy the obligations secured by this Agreement and the reasonable expenses of repossession, holding, conditioning for sale, sale and the like, of the Equipment, including reasonable attorney's fees and legal expenses, whether or not litigation is actually commenced and including the representation of the Seller in any proceedings of any nature under the Bankruptcy Code, incurred by the Seller in connection with this Agreement or the obligations it secures, the Buyer shall be liable for any deficiency.

Miscellaneous: The Buyer and the Seller agree as follows: (a) Waiver of Certain Matters: The Buyer expressly waives all requirements of presentment, protest, notice of protest, notice of non-payment or dishonor and all diligence with respect to this Agreement. No omission on the part of the Seller with respect to any such matters shall in any manner impair or discharge the Buyer from or upon any indebtedness or obligations secured hereby. (b) Non-waiver of Certain Matters: Any failure by the Seller to exercise any right set forth in this Agreement shall not constitute a waiver thereof. Nothing in this Agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the obligations secured by it. (c) No Discharge: No party to this Agreement shall be discharged by any extension of time, the creation of additional obligations, whether or not secured hereby, or the extension or renewal of any obligation secured hereby, the taking of further security, releases of a part or all of the property securing any obligation created pursuant to this Agreement, extinguishment or release of the security interest created by this Agreement as to all or any part of the Equipment, or any other act except a release or discharge of the security interest upon the full payment of the obligations secured by this Agreement including charges, expenses, fees, costs and interest. (d) Succession: This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Buyer and the Seller. (e) Governing Law: The rights and duties of the parties under this Agreement (except as otherwise specified herein) shall be governed by the law of the State of Missouri, including its provisions governing conflicts of laws.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278257

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 8/11/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
GK 1190 0345 R01 T12/29
08/14/89
H. F. SCHAFER
AA CO. CIRCUIT COURT

1. DEBTOR

Name CHRISTOPHER BROWN

Address 1329 SUNRISE BEACH RD CROWNSVILLE MD 21032

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)

Name and address of Assignee
KUBOTA CREDIT CORPORATION
P.O. Box 105598
Atlanta, GA 30348-5598

- 1 NEW KUBOTA TRACTOR-COMplete MN# B1750DT-1 SN# 50236
- 1 NEW KUBOTA MOWER 60" MN# RC60-B SN# 10890

KUBOTA CONTRACT# 13400-818907

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]
(Signature of Debtor)

CHRISTOPHER BROWN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party) SEC-TREAS.
Hse H. Funk

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

A.A. Co.

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TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 268387 Dated June 15, 1981

Record Reference Liber 438 Page 518 recorded in the financing records of the Circuit Court of Anne Arundel County.

RECORD FEE 10.00
POSTAGE .50

2. DEBTOR is:

Name: Kenster Tri-State & Company (Last Name First)

9340320 0345 P01 T13#51
08/14/89

Address: P.O. Box 3696, Crofton, Maryland 20845

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: Baltimore & St. Paul Streets, Baltimore, Maryland 21203

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

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

RETURN TO:

Signet Bank/Maryland
P.O. Box 1077
Baltimore, MD 21203
Attn: Steven Zelenak, V.P.
T1806

SECURED PARTY:

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

Date: B-3, 1989

By: Steven E. Zelenak VP (Title)
Steven E. Zelenak, Vice President

UCC-7

RECEIVED

AUG 4 1989

A. A. Co

544 PAGE 511

75

RECORD FEE 10.00
POSTAGE .50
#340310 0345 R01 113#51
09/14/89

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 262769 Dated July 17, 1986

Record Reference Book 500 Page 107 recorded in the financing records of the Circuit Court of Anne Arundel County

2. DEBTOR is:

Name: Kenster Tri-State and Company
(Last Name First)

Address: 621 Mayo Road, Edgewater, MD 21037

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: Baltimore & St. Paul Streets, Baltimore, Maryland 21203

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

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

RETURN TO:

Signet Bank/Maryland
P.O. Box 1077
Baltimore, MD 21203

Attn: Steven Zelenak, V.P.
T1806

Date: 8-3, 1989

SECURED PARTY:

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

By: Steven E. Zelenak VP
Steven E. Zelenak, Vice President (Title)

UCC-7

RECEIVED

AUG 4 1989

278258

544 512

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) Nobody Does It Better, INC. 1029 Ashe Street Davidsonville, MD 21035 75-3005485-001+002	2 Secured Party(ies) and address(es) BANC ONE LEASING CORPORATION 2400 Corporate Exchange Drive Columbus, OH 43231	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

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

See Schedule A-1 attached hereto.

RECORDATION TAX IS PAID AT ^{County} ~~STATE~~ LEVEL, TOTAL INDEBTEDNESS ~~\$154,143~~ 46,701.63.

ASSIGNED TO:

RECORD FEE 21.00

RECORD TAX 329.00

POSTAGE GK .50

4640270 (345 R01) 113142

This equipment is owned by the secured party and is leased to the debtor party;

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered

No. of additional sheets presented

Filed with Anne Arundel County Recorder (CLERK OF CIRCUIT COURT)

Nobody Does It Better, Inc.

BANC ONE LEASING CORPORATION

By: *John B. Dorman*

By: *Deanna Foch*

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

Filing Office Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

067-106-2930

25 329.50

BANC ONE LEASING CORPORATION

CHECK APPLICABLE SCHEDULE:

_____ SCHEDULE A-1 EQUIPMENT LEASED HEREUNDER .

_____ SCHEDULE A-2 EQUIPMENT SOLD HEREUNDER

From 300548-2

QUANTITY	DESCRIPTION	PAGE <u>1</u> OF <u>4</u>
(3)	18 Gal BG Cover for Slim Jim	
(1)	Liner for Slim Jim 250/CS	
(28)	1/2 Oz S/S Fruit Ladle	
(6)	S/S 30 Oz Malt Cup	
(1)	3 x 5 Looper Mat - Beige	
(1)	8 Oz Measuring Cup Clear	
(2)	Long Handle Measuring Spoon Set	
(1)	1 Gal Brown Pitcher with Lid	
(2)	2 Qt Brown Pitcher with Lid	
(1)	Red Can Opener	
(1)	King Size Can Punch	
(1)	8' x 8' x 7' - 6" Harford Walk-In Freezer	
(21)	1/6 Clear Cover with Handles	
(2)	20" S/S Adapter Bar	
(1)	Today's Flavor Slats	
(12)	Camwear Pan Cover, Clear	
(1)	1-1/2 Qt Topping Warmer	
(2)	Fudge Server with Pump	
(2)	3-1/4 Cont for #10 Insert	
(6)	9-1/2" Spatula	
(4)	14" S/S French Whip	
(6)	16-1/2" Spatula	
(1)	50 Lb x 2 Oz H.D. Scale	
(1)	"MEN" Sign, Brass	
(1)	"WOMEN" Sign, Brass	
(1)	ICBIY Manager Badge	
(2)	ICBIY Assistant Manager Badge	
(18)	1" x 3" Employee Badge	
(1)	Open/Closed Board with Letters	
(1)	Franchise Sign	
(1)	set of 28 Topping Labels	
(1)	Major Safe	
(1)	McCall #3020f Merchandizing Freezer	
(1)	Single Spindle Drink Mixer	
(2)	22 Qt Clear Container	
(2)	Lid for 12, 18, & 22 Qt, Clear	

This Schedule A-1 is attached to and made a part of lease # _____ and constitutes a true and accurate description of the equipment.

NOBIA, BUDGET BATTLE INC.
John B. Donovan, Pres

 (Lessee)

6/28/89

 (Date)

by John B. Donovan, President

BANC ONE LEASING CORPORATION

CHECK APPLICABLE SCHEDULE:

 SCHEDULE A-1 EQUIPMENT LEASED HEREUNDER SCHEDULE A-2 EQUIPMENT SOLD HEREUNDER

From 300548-2

QUANTITY	DESCRIPTION	PAGE <u>2</u> OF <u>4</u>
(2)	18 Qt Clear Container	
(2)	Lid for 12, 18, & 22 Qt Clear	
(5)	18 Qt Clear Container	
(5)	Lid for 12, 18, & 22 Qt Clear	
(2)	Yew Green Single Booth	
(1)	24" x 30" Brown Taple Base	
(10)	2 Pt Storage Cont W/Cover	
(2)	Fruit/Steak Knife-Red Dot	
(1)	12 x 12 x 1/2 Cutting Board	
(2)	25 G1 Squeegee Beige Recp	
(2)	Bronze Top W/25 G1 Cont	
(2)	Control Mist Sanitizer	
(1)	Air Sanitizier W/Control Mist	
(3)	Multi-Fold Wht Twl Dispenser	
(2)	Napkin Dispenser-Walnut	
(1)	Stretch Dust Mop	
(1)	Step Stool Black	
(1)	26 Qt Mop Bucket With Casters	
(1)	H.D. Mop Wringer	
(2)	Flagged Broom With Handle 3/CS	
(1)	Short Handle Dust Pan, Brown	
(4)	16 Oz Spray Bottle	
(4)	Trigger For Spray Bottle	
(1)	54" Screw Type Mop Handle	
(3)	24 Oz Cotton Mop Head	
(1)	32 Gal Container, Gray	
(1)	32 Gal Container Lid, Gray	
(3)	18 Gal Slim Jim Container - BG	
(6)	4 Qt Clear Container	
(6)	Lid For 2 & 4 Qt, Clear	
(2)	Custom S/S Crumb Trays	
(20)	1/6 Size Clear FD Pan 6"	
(12)	Food Storage Pan	
(2)	2-1/2 Oz Brown Ramekin 4DZ/CS	
(1)	1-1/2 Qt Topping Warmer	
(2)	Lid for 12, 18 & 22 Qt, Clear	

This Schedule A-1 is attached to and made a part of lease # _____
and constitutes a true and accurate description of the equipment.

whopy dca IT BETTER, FW.

John G. Dawson, Jr.

(Lessee)

6/28/89

(Date)

By John G. Dawson, President

BANC ONE LEASING CORPORATION

CHECK APPLICABLE SCHEDULE:

FORM 544 PAGE 515

_____ SCHEDULE A-1 EQUIPMENT LEASED HEREUNDER . . .

_____ SCHEDULE A-2 EQUIPMENT SOLD HEREUNDER

From 300548-2

QUANTITY	DESCRIPTION	PAGE <u>3</u> OF <u>4</u>
(1)	Ice Maker	
(3)	24"x36"x12" Dunnage Rack	
(2)	24"x48"x12" Dunnage Rack	
(1)	Delfield #6051-S Two Door Refrigerator with Caster	
(1)	1-Door Freezer W/GLS Doors	
(1)	Undercounter Ref W/Collar	
(1)	#2EC Cup Dispenser	
(3)	#3EC Cup Dispenser	
(3)	Shelf 18"x36"	
(4)	72" Posts	
(12)	Yew Green Peasant Chairs	
(2)	24"x24" Macha MTX Table Top	
(2)	22"x22" Table Base & Column	
(2)	30"x30" Table Top W/MR2-1	
(2)	22"x22" Table Base & Column	
(1)	24"x48" Table Top W/MR2-1	

This Schedule A-1 is attached to and made a part of lease # _____
and constitutes a true and accurate description of the equipment.

MAKING IT BETTER, INC
John B. Pomeroy, Pres

(Lessee)

6/28/89

(Date)

By John B. Pomeroy, Pres.

CHECK APPLICABLE SCHEDULE:

_____ SCHEDULE A-1 EQUIPMENT LEASED HEREUNDER

_____ SCHEDULE A-2 EQUIPMENT SOLD HEREUNDER

From 300548-1

QUANTITY DESCRIPTION PAGE 4 OF 4

- (1) Custom Fabricated Sneeze Guard 6'-3" Long
- (1) Micros 474BLW-113 Complete with Program, SN 27408
- (1) Franchise Sign and Standup
- (1) Franchise Decorator Package
- (1) Custom Built Light Box
- (3) " Model 754-27 Taylor Freezers, Model 208-230/60/1, Water Cooled, SN's H7042347, H7042348, H7042349
- (1) BWC Baker with Opening Package
- (1) Case Waffle Magic
- (1) Space Saver Cone Cabinet
- (1) Commercial Sign
- (1) Under Canopy Sign 1'x2'
- (1) Menu Board
- (1) "Today's Flavors" Board

This Schedule A-1 is attached to and made a part of lease # _____ and constitutes a true and accurate description of the equipment.

MARY DUB ET ALTERN.
John B. Dawson
(Lessee)

6/28/85
(Date)

By Don B. Dawson, President

544 ME 517

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)
Michael P. Fraioli T/A
Michael's Hair Cutters
201 Ridgely Avenue
Annapolis, MD

2. Secured Party(ies) and address(es)
Baltimore Federal Financial, FSA
P. O. Box 116
Baltimore, Maryland 21203

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

4. This statement refers to original Financing Statement bearing File No. 268678 Folio #601
~~268678~~ Book #514
Filed with Anne Arundel County Date Filed July 20 19 87

RECORD FEE 12.00
POSTAGE .50
25

- 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. *08/14/89 H. ERLE SCHAFER*
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. ASSIGNEE:
Signet Bank/Maryland
P. O. Box 1077
Baltimore, Maryland 21203

PROPERTY
4-Rohen Custom Mirrors
4-Rohen Styling Booth Units

No. of additional Sheets presented:

By: Signet Bank/Maryland
Paul L. Gettings, A. V. P.

Baltimore Federal Financial, F. S. A.
By: James E. Squires, S. N. P.
[Signature]
Signature(s) of Secured Party(ies)

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

STANDARD FORM - FORM UCC-3

278259

544 PAGE 518

Maryland Financing Statement		File No.
All information must be typewritten or printed in ink.		
(Not to Be) (X) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) David L. Miller individually & T/A Miller's Backhoe Service 5272 Chalk Point Rd West River, MD 20778	Secured Party Name and Address S.M. Christhilf & Son, Inc. 112 W. Timonium Rd Timonium, MD 21093	
Assignee of Secured Party The CIT Group/Equipment Financing, Inc. 1180 W. Swedesford Road Berwyn, PA 19312	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. Conditional Sales Contract	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Bomag model BW130 AD Roller S/N 101650000423; Complete with all related parts, attachments and accessories.		
		RECORD FEE 11.00 POSTAGE .50 GK 4440200 C345 R01 113435 08/14/89
Proceeds of collateral are also covered.		H. EARLE SCHAFER MD CO. CIRCUIT COURT
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to The CIT Group/Equipment, Financing, Inc. at its address above.		
Debtor(s) <u>David L. Miller individually & T/A Miller's Backhoe Service</u>	Secured Party <u>S.M. Christhilf & Son, Inc.</u>	
By <u>[Signature]</u> Title <u>owner</u>	By <u>[Signature]</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>DAVID L. MILLER</u>	<u>R. F. ARMSTRONG</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5-SA-989E		

PART 2 - COURT CLERK

A.A.Co.

278260

544 519

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Sunshine Homes, Inc. 8435 Elvaton Road Millersville, Maryland 21108	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: _____ Return to Secured Party
---	--

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 50,000.00

DEBTOR:

SECURED PARTY:
SIGNET BANK/MARYLAND

Sunshine Homes, Inc.
(Type Name)

By: _____

By: James B Edwards, Jr.
(Type Name)

By: James Edwards, Jr., Pres.

July 26, 19 89
(Date Signed by Debtor)

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

RECEIVED

AUG 4 1989

A. A. Co.

278261

544 520

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) National Nautilus & Nutrition, Inc. 7963 Baltimore & Annapolis Blvd. Glen Burnie, Maryland 21061	2. SECURED PARTY and Address SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: _____ Return to Secured Party
--	--

RECORD FEE 11.00
 RECORD TAX 420.00
 POSTAGE 3K .50
 1-40350 0145 R01 T14100
 08/14/89

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.
 Equipment, See Attached List

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: \$ 60,000.00

DEBTOR:	SECURED PARTY:
National Nautilus & Nutrition, Inc. <small>(Type Name)</small>	SIGNET BANK/MARYLAND
By: <u>Laurence A. Ray, President</u> <small>(Type Name)</small>	By: _____ <small>(Type Name)</small>
By: _____	August 4, 19 89 <small>(Date Signed by Debtor)</small>

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.

RECEIVED
 AUG 10 1989

EQUIPMENT LIST

Aug 5, 1989

SECURITY FOR \$60,000. LOAN FROM SIGNET BANK

QUANTITY	DESCRIP.	COST
25	NAUTILUS [®] MACHINES	\$20,000.00
5	STAIRMASTERS [®] 4000PT	11,725.00
1	LIFECYCLE [®]	1,700.00
3	MONARK [®] STATIONARY BIKES	900.00
2	CONCEPT II [®] ROWERS	1,400.00
12	RAYLINE [®] EXERCISE MACHINES	22,340.00
6	YORK [®] BARBELLS #400LB	1,910.00
1	SPORTS PICTURE PRINT	25.00
		<u>\$60,000.00</u>

Sumner
 President National Nautilus
 + Nutrition, INC.



278262

BOOK 544 PAGE 522

48696-40

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

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Touchdown Sportswear Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS Annapolis Mall #K-3, Rt 450 & Rt 178		1C. CITY STATE Annapolis, MD	1D. ZIP CODE 21401
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)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Rawlings Sporting Goods Company, a Div. of Figgie International Co. MAILING ADDRESS 1859 Intertech Drive CITY Fenton STATE MO ZIP CODE 63026		4A. SOCIAL SECURITY NO. FEDERAL TAX 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).

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

RECORD FEE 11.00
 POSTAGE .50
 8540360 0345 R01 T14:03
 08/14/89
 CK
 H. ERLE SCHAFER
 SA CO. CIRCUIT COURT

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS TRANSMITTING UTILITY IN ACCORDANCE WITH UCC SECTION 9105 (1) (a) <input type="checkbox"/>		
9. SIGNATURE (S) OF DEBTOR (S) [Signature]		DATE 7/31/89	C O D E
TYPE OR PRINT NAME (S) OF DEBTOR (S) Touchdown Sportswear Inc.			
SIGNATURE (S) OF SECURED PARTY (IES) [Signature]			
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) Rawlings Sporting Goods Company, a Div. of Figgie International Co.			1 2 3 4 5 6 7 8 9 0
11. RETURN COPY TO:			
NAME ADDRESS DATA-FILE SERVICES, INC. CITY 1728 OLYMPIC BLVD. STATE SANTA MONICA, CA 90404 ZIP CODE			

FORM UCC-1

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF MarylandTOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Rawlings Sporting Goods Company,
a Div. of Figgie International Co.
1859 Intertech Drive
Fenton, MO 63026

DEBTOR:

Touchdown Sportswear Inc.
Annapolis Mall #K-3, Rt 450 & Rt 178
Annapolis, MD 21401

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:

All inventory of goods and merchandise now held or hereafter acquired by DEBTOR bearing the tradename(s) and/or trademark(s) "RAWLINGS" and/or "ADIRONDACK" either singly or in combination with any other word or words, together with all additions and accessions thereto and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of DEBTOR now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

Touchdown Sportswear Inc.

Rawlings Sporting Goods Company



DEBTOR



SECURED PARTY

2

SHEET No.

L.B. Mathieson
Filing Officer Copy

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber 432
~~Book~~ No. 432

Page No. 413

Identification No. 235991

Dated December 22, 1980

1. Debtor(s) Columbia Architectural Products, Inc.
Name or Names—Print or Type
Nine Bldg., Telegraph Rd., Odenton, Md. 21113
Address—Street No., City - County State Zip Code

2. Secured Party The First National Bank of Maryland
Name or Names—Print or Type
#1 Bank St., P.O. Box 517, Gaithersburg, Md. 20760
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement:

8640060 2345 R01 T14443

08/14/89

<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: July 25, 1989

The First National Bank of Maryland

Name of Secured Party

A. Faye Hokanson
Signature of Secured Party

A. Faye Hokanson, Loan Accounting Officer

Type or Print (Include Title if Company)

Party by the 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 describe din the 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 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.

8. The above-described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Deed of Trust and Security Agreement, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Security Agreement constituting the security agreement to this secured transaction.

DEBTOR:

SECURED PARTY:

TRUSTEES OF PARKWOOD METHODIST CHURCH, INC. a/k/a PARKWOOD METHODIST CHURCH, INC.

THE ANNAPOLIS BANKING AND TRUST COMPANY

BY: James D. Hartley (SEAL)
JAMES D. HARTLEY,
President of the Trustees

BY: John M. Suit, II (SEAL)
JOHN M. SUIT, II, Executive
Vice-President

BY: Betty K. Pizzarello (SEAL)
BETTY K. PIZZARELLO,
Secretary of the Trustees

BY: Richard Zamostny (SEAL)
RICHARD ZAMOSTNY, Pastor

BY: Byron Brought (SEAL)
BYRON BROUGHT,
District Superintendent of the
Annapolis District, of the
Baltimore Conference of the
United Methodist Church

Mr. Clerk: Please return to: William H. Buck
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"Parcel No. 1:

BEGINNING for the same at a stone located on the southwest side of Mayo State Road (40 feet wide) said stone being in and 320 feet from the end of the South 42° 22' East, 1002.64 foot line of the second part of the conveyance from William Essig, et al. to Joseph Hardesty and Julia Hardesty, his wife, by deed dated November 26, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH 727, folio 593; thence from said beginning point, leaving said road and running through the above mentioned conveyance, South 46° 13' 30" West, 408.52 feet to a stone; said last line having run reversely along the North 46° 13' 30" East, 408.52 foot line of the conveyance from Joseph B. Hardesty and Julia Hardesty, his wife, to Parkwood Methodist Church, by deed dated December 30, 1953 and recorded among said Land Records in Liber JHH 805, folio 273; thence running through the first mentioned conveyance, North 42° 22' West, 106.70 feet; thence North 46° 13' 30" East, 408.52 feet to intersect the above mentioned Mayo State Road; thence with the same, South 42° 22' East, 106.70 feet to the place of beginning. Containing 1 acre, more or less, as described by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in January, 1961 from a survey by P. J. Latimer.

Parcel No. 2:

BEGINNING for the same at a stone recently planted by a survey dated December 2, 1953, said stone being at the exact corner where J. R. McCrone, Inc., Surveyors and Engineers, had placed an iron pipe at the northwest corner of Sam T. Eaton's lot corner, said stone being on the western side of Mayo Road, 40 ft. wide, and running with Sam Eaton's, Northwestern property line (1) South 46° 13' 30" West, 408.52 feet to a 2 in. iron pipe at the roots of a 24" diameter mulberry tree on said Sam T. Eaton's property, the northwestern line; thence leaving said aforementioned Eaton's northwestern property line (this second line being the Parkwood Church southwestern line of said forementioned 3 acre tract) and running with a line parallel to Mayo Road, 40 ft. wide, (2) North 42° 22' West, 320 ft. to a 6" T. C. stone, said stone being at the northwest corner of said Church 3 acre plot; thence leaving said corner and running with a line parallel to Sam Eaton's old northwestern property line reversed to a stone out on the Mayo Road, 40 ft. wide (3) North 46° 13' 30" East, 408.52 ft. to a new 6" T. C. stone now planted at the foot of a terrace on the west line of Mayo Road, 40 ft. wide, and running thence with the western road line of Mayo Road, 40 ft. wide, (4) South 42° 22' East, 320 ft. to the place of beginning. Containing 130,680 sq. ft. (3 acres) (out of Parcel II of a 22.10 acre, more or less, tract). All bearings magnetic referred to McCrone's survey in 1951. The above survey made in December, 1953 by Philip A. Latimer.

544 528

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

BOOK No. 508

Page No. 232

Identification No. 266097

Dated February 10, 1987

1. Debtor(s) { S & S Motor Company, Inc. DBA/ Acura South
Name or Names—Print or Type
10 Wellham Avenue - Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Mercantile Safe Deposit & Trust Company
Name or Names—Print or Type
766 Old Hammonds Ferry Road - Linthicum, MD 21090
Address—Street No., City - County State

REGISTRATION FEE 10.00
POSTAGE .50

3. Maturity Date (if any)

4641360 0345 R01 109151

4. Check Applicable Statement:

CK 08/15/89
H. ERLE SCHAFER
3300 00. CIRCUIT COURT

<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>

PRESENT AND FUTURE INVENTORY OF ACURA MOTOR VEHICLES INCLUDING THOSE NEW OWNED BY DEBTORS AND THOSE HEREAFTER ACQUIRED, TOGETHER WITH ACCESSORY PARTS AND EQUIPMENT ATTACHED; ACURA MOTOR VEHICLES, ALL KINDS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; PROCEEDS OF ANY OF THE FOREGOING INCLUDING BUT NOW LIMITED TO ACCOUNTS, CHATTEL PAPER AND CONTRACT RIGHTS.

Dated: August 4, 1989

Mercantile Safe Deposit & Trust Company

Name of Secured Party
Signature of Secured Party

Mark R. Breidenstein, V.P.
Type or Print (Include Title if Company)

544-529

not used

sh. be Land

8-15-89

PARTIES

Debtor name (last name first if individual) and mailing address:
GIERON ROBERT A.
C-21 CLARK ROAD
BALTIMORE MD 20794

Debtor name (last name first if individual) and mailing address:
GIERON KATHLEEN
C-21 CLARK ROAD
BALTIMORE MD 20794

Debtor name (last name first if individual) and mailing address:
1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
DART HOMES, INC.
10461 WATERFOWL TERRACE
COLUMBIA, MD 21044

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

DART HOMES, INC. *Dart Homes, Inc*
Susan Colandrea

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): 544 PAGE 530
Date, Time, Filing Office (stamped by filing officer): 270006

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)
 Secretary of the Commonwealth.
 Prothonotary of _____
 real estate records of _____

Number of Additional Sheets (if any): CK
Optional Special Identification (Max. 10 characters): H. ERLE SLIPPER

Identify collateral by item and/or type: COLLATERAL
1979 HOMETTE 14 X 70

SERIAL # 03100236M 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 OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es))-
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -
the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):
GIERON ROBERT A. *Robert A. Gieron*
GIERON KATHLEEN *Kathleen Gieron*

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

544 REC 531

Number Of Sheets
Attached _____

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 _____

To: State Corporation Commission
Uniform Commercial Code Division, Box 1197
Richmond, Virginia 23209

Clerk of the Circuit Court,
Anne Arundel County, Virginia

Form For Original Financing Statement And Subsequent Statements

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

Index numbers of subsequent statements (For office use only)

270819 Book 520, page 406

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed. Check the box indicating the kind of statement. Check only one box.

Herson Cohn Enterprises
15525 Frederick Road
Rockville, Md. 20855

- () Original Financing Statement
- () Continuation—Original Still Effective
- () Amendment
- () Assignment
- () Partial Release of Collateral
- (XX) Termination

DJ
INCLUDED FEE 10.00
REGISTERED FOR T10:17

Name & address of Secured Party

Name & address of Assignee

08/15/89

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

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.

Describe Real Estate if applicable:

Crestar Bank

By: *Kathy Gordon*

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

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

278112
Book 544 Page 532

UNIFORM COMMERCIAL CODE—
FINANCING STATEMENT

For Filing Officer Use
Identifying File No.

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

If the property described below is a
fixture so that this statement is to be
recorded in land records, check
here

If transaction or transactions wholly
or partially subject to recordation tax,
indicate amount of taxable debt here
\$ Not subject to tax

10.00
11/10/17
09/15/89

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

CK

1. DEBTOR Name Herson Cohn Enterprises

Address 15525 Frederick Road Rockville, Maryland 20855
(Street) (City or County) (State)

2. SECURED PARTY Name Chevy Chase, Federal Savings Bank

Address 7700 Old Georgetown Road - 2nd Floor Bethesda, MD 20814
(Street) (City or County) (State)

3. ASSIGNEE Name _____

Address _____
(Street) (City) (State)

RETURN FILING RECEIPT TO Chevy Chase, FSB
P.O. Box 30450
Bethesda, Maryland 20814
Attn: Bernadine Wean

~~RECORDATION FEE 10.00~~
~~INSURANCE 1.50~~
11/10/17
09/15/89

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

MAKE (IF AUTO) OF MANUFACTURER DESCRIPTION SERIAL NO. MOTOR NO. MODEL NO. YEAR
All plant, equipment, apparatus, machinery, furniture, furnishings, fixtures
representing such collateral as evidenced in Security Agreement between Herson Cohn
Enterprises and Chevy Chase, Federal Bank and assignment of all leases between Herson
Cohn Enterprises and H&C Motors, Herson Inc., Cohn Herson Motorcars Inc., and
Annapolis Auto Imports. (See Attached Schedule A)

Check the lines which apply

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

Herson Cohn Enterprises

Chevy Chase, Federal Savings Bank

By: [Signature]
(Signature of Debtor)

By: Bernadine Wean V.P.
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above
Name on Above Line

FILING OFFICER COPY

11-
50

544 533

HERSON COHN ENTERPRISES

By: [Signature]
Partner

SCHEDULE A

Chevy Chase, F.S.B. shall have a security interest in and assignment of the Equipment Lease Agreements and any and all renewals thereof as listed below:

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Equipment</u>
Herson/Cohn Enterprises	Hersons, Inc.	06/15/86	Computer equip.
"	"	09/01/85	Xerox copier / two signs
"	"	12/01/85	Panasonic copier / time clock
"	"	06/15/86	2 mounted lifts
"	"	04/20/87	Computer equip.
"	"	March 88	Computer equip.
"	"	April 87	Various items
"	"	March 88	Telephone equip.
"	H&C Motors t/a Rockville Mitsubishi	06/15/86	Computer equip.
"	"	08/31/85	Xerox telecopier
"	"	12/01/85	Time clock
"	"	04/20/87	Computer equip.
"	"	March 88	Computer equip.
"	"	March 88	Various items
"	"	04/20/87	Various items
"	Cohn/Herson Motor Car, Inc. t/a Leesburg Honda	04/20/87	Computer equip.
"	"	April 87	Various items
"	"	01/15/86	Computer equip.
"	"	12/10/85	Various items
"	"	09/01/85	Various items
"	Annapolis Auto., Inc. t/a Annapolis Acura	04/20/87	Various items
"	"	March 88	Various items
"	Hersons, Inc.	12/01/85	Computer Phase IV
"	"	11/23/84	Various items
"	"	10/26/84	Various items
"	H&C Motors t/a Rockville Mitsubishi	12/01/84	Computer equip.
"	Cohn/Herson Motor Car, Inc. t/a Leesburg Honda	09/01/85	Computer equip.
"	Herson's Inc.	06/01/89	Emission analyser, lifts and related
"	"	06/01/89	Computer upgrades

FORM 544 PAGE 534

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) Pardners, Inc. T/A Pizza Movers 3006 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) Baltimore Federal Financial, FSA P. O. Box 116 Baltimore, Maryland 21203	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. Folio# 435 - 438
268584 Book#514
Filed with Anne Arundel County Date Filed July 15 1987

RECORD FEE 18.00
POSTAGE .50
DJ
H. ERLE SCHAFER
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. ASSIGNEE: Signet Bank/Maryland P. O. Box 1077 Baltimore, Maryland 21203	PROPERTY See attached Schedule "A"
--	---

No. of additional Sheets presented:

By: <u>Signet Bank/Maryland</u> <u>Paul L. Gettings, A. V. P.</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	By: <u>Baltimore Federal Financial, F. S. A.</u> <u>James E. Squires, S. V. P.</u> Signature(s) of Secured Party(ies)
---	---

1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-3**

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFED 621
 dated June 19, 1987.

QuantityDescription

- 514 ME 535
- 1 - Penn Walk-in Cooler - 9'7" x 11'6" x 8'½"
 Self-contained with 2 - 3/4 H.P. Compressors
 208V - 3 phase - Delivered and erected
 - 1 - Middleby Marshall Double Pizza Oven - Model PS360
 Demo and Hook-up
 - 1 - Telephone Order Table - 1-TOT-96
 - 1 - Telephone Order Table Shelf - 1-TOT-S
 - 1 - Sheet Pan Wall Shelf - SPS-48
 - 1 - Dough Table Filler - 2-DT-A-24
 - 1 - End Splash - 2-DT-ES
 - 1 - Corner Dough Table - 2-DT-B-48
 - 1 - Dough Table - 2-DT-C-48
 - 1 - Right Hand Dough Table - 2-DT-D-48R
 - 1 - Back Panels - 2-SG-30
 - 1 - Back Panels - 2-SG-84
 - 1 - Logo - 2-SG
 - 1 - S.S. Wall Panel - 2-WP-60
 - 1 - Pizza Prep Table - 3-PMP-96
 - 1 - Complete Scale Kit - 3-SK-A
 - 1 - Pizza Cutting Table - 4-PCT-72
 - 1 - Hot Holding Table - 5-HHT-4L-57
 - 1 - Vent Heat Hood - 7-VHH-82x62
 - 1 - 3 Compartment Sink Straight - 11-3CSS108
 - 1 - Faucet - 11-F-B231
 - 1 - Prerinse - 11-F-B133
 - 1 - Prerinse Bracket - 11-F-B109
 - 1 - Add A Faucet - 11-F-B156
 - 1 - Duct Work including Fresh Air, Exhaust & Hanging Hood

SCHEDULE A

544 536

Attached to and made a part hereof Equipment Lease No. BFED 621
 dated June 19, 1987.

<u>Quantity</u>	<u>Description</u>
4	- Amco Zinc Plated Shelves - Model 18-60ZPSH
2	- Amco Zinc Plated Uprights - Model 18- 75ZP
8	- Amco Stainless Steel Shelves - Model 18-60SSSH
4	- Amco Stainless Steel Uprights Model 18-75SSST
1	- Amco Polygard Platform - Model P1224PG
3	- William Holt Aluminum Dunnage Racks - Model ALSQ4-12
1	- Edlund Can Opener - #1
1	- Edlund 32 oz. Portion Control Scale - Model SR 2
1	- Edlund 25 lb. Scale
1	- Sensor Scale - Model A200
1	- World Thermo Curtain
1	- Latham Time Clock
1	- 25 Slot Time Card Rack
1	- Cs. 1000 Time Cards
1	- Can Rack w/top - 72 Cans - Model 1225 14 gauge
2	- Towel Holders - #53W
1	- Cs. Paper Towels - #1L36
2	- Grote Dough Dockers
20	- TCB Pizza Pouches
30	- TCB Pizza Screens - 12"
30	- TCB Pizza Screens - 16"
2	- Dexter Dough Scrapers - #S-196
2	- Dexter 4" Pizza Cutters - #P177A
2	- A.M. Aluminum Pizza Peels - #3512
1	- A.M. Pizza Rack - #19029
1	- Hamilton Beach Dishar - #24
2	- Prolon Portion Saver Ladles - 4 oz.
2	- Vollrath Spootles - 8 oz.

FORM 511 PAGE 534

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) Pardners, Inc. T/A Pizza Movers 3006 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) Baltimore Federal Financial, FSA P. O. Box 116 Baltimore, Maryland 21203	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>Folio# 435 - 438</u> <u>268584 Book#514</u> Filed with <u>Anne Arundel County</u> Date Filed <u>July 15</u> 19 <u>87</u>		RECORD FEE 16.00 POSTAGE .50

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

10. ASSIGNEE: PROPERTY
 Signet Bank/Maryland See attached Schedule "A"
 P. O. Box 1077
 Baltimore, Maryland 21203

No. of additional Sheets presented:
 Signet Bank/Maryland Baltimore Federal Financial, F. S. A.
 Paul L. Gettings, A. V. P. James E. Squires, S. V. P.
 By: _____ By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFED 621
 dated June 19, 1987.

544 535

<u>Quantity</u>	<u>Description</u>
1	- Penn Walk-in Cooler - 9'7" x 11'6" x 8'½" Self-contained with 2 - ¾ H.P. Compressors 208V - 3 phase - Delivered and erected
1	- Middleby Marshall Double Pizza Oven - Model PS360 Demo and Hook-up
1	- Telephone Order Table - 1-TOT-96
1	- Telephone Order Table Shelf - 1-TOT-S
1	- Sheet Pan Wall Shelf - SPS-48
1	- Dough Table Filler - 2-DT-A-24
1	- End Splash - 2-DT-ES
1	- Corner Dough Table - 2-DT-B-48
1	- Dough Table - 2-DT-C-48
1	- Right Hand Dough Table - 2-DT-D-48R
1	- Back Panels - 2-SG-30
1	- Back Panels - 2-SG-84
1	- Logo - 2-SG
1	- S.S. Wall Panel - 2-WP-60
1	- Pizza Prep Table - 3-PMP-96
1	- Complete Scale Kit - 3-SK-A
1	- Pizza Cutting Table - 4-PCT-72
1	- Hot Holding Table - 5-HHT-4L-57
1	- Vent Heat Hood - 7-VHH-82x62
1	- 3 Compartment Sink Straight - 11-3CSS108
1	- Faucet - 11-F-B231
1	- Prerinse - 11-F-B133
1	- Prerinse Bracket - 11-F-B109
1	- Add A Faucet - 11-F-B156
1	- Duct Work including Fresh Air, Exhaust & Hanging Hood

SCHEDULE A

544 FILE 536

Attached to and made a part hereof Equipment Lease No. BFED 621
 dated June 19, 1987.

<u>Quantity</u>	<u>Description</u>
4	- Amco Zinc Plated Shelves - Model 18-60ZPSH
2	- Amco Zinc Plated Uprights - Model 18- 75ZP
8	- Amco Stainless Steel Shelves - Model 18-60SSSH
4	- Amco Stainless Steel Uprights Model 18-75SSST
1	- Amco Polygard Platform - Model P1224PG
3	- William Holt Aluminum Dunnage Racks - Model ALSQ4-12
1	- Edlund Can Opener - #1
1	- Edlund 32 oz. Portion Control Scale - Model SR 2
1	- Edlund 25 lb. Scale
1	- Sensor Scale - Model A200
1	- World Thermo Curtain
1	- Latham Time Clock
1	- 25 Slot Time Card Rack
1	- Cs. 1000 Time Cards
1	- Can Rack w/top - 72 Cans - Model 1225 14 gauge
2	- Towel Holders - #53W
1	- Cs. Paper Towels - #1L36
2	- Grote Dough Dockers
20	- TCB Pizza Pouches
30	- TCB Pizza Screens - 12"
30	- TCB Pizza Screens - 16"
2	- Dexter Dough Scrapers - #S-196
2	- Dexter 4" Pizza Cutters - #P177A
2	- A.M. Aluminum Pizza Peels - #3512
1	- A.M. Pizza Rack - #19029
1	- Hamilton Beach Disher - #24
2	- Prolon Portion Saver Ladles - 4 oz.
2	- Vollrath Spootles - 8 oz.

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFED 621
dated June 19, 1987.

<u>Quantity</u>	<u>Description</u>
2	- Sparke 48" Order Bars - #OSR-4
2	- Cooper Pocket Thermometers
1	- Rubbermaid Mop Bucket 26 qt. - #6111-88
1	- Rubbermaid Mop Press - #6121
1	- 24 oz. Mop Head w/handle - #19731 & #19801
2	- Rubbermaid Trash Containers - #3569
4	- Rubbermaid Trash Containers - #2947
2	- Rubbermaid Trash Container Lids - #2662
4	- Rubbermaid Trash Container Lids - #2672
12	- Cambro Food Pans - #CW16
12	- Cambro Food Pan Covers - #CWC10
6	- Cambro Food Pans - #CW26
6	- Cambro Food Pan Covers - #CWC20
6	- Cambro Food Pans - #CW36
6	- Cambro Food Pan Covers - #CWC30
2	- Soap Dispenser - Hand Liquid
1	- Test Paper - B-J - Chlorine
2	- Refrigerator/Freezer Thermometers
1	- Washer & Dryer
10	- Ceiling Lights
12	- Car Signs
1	- Stainless Steel Hand Sink w/ Faucets
	6 - 12 Qts Plastic Bain Maries w/6 Covers

Approved and agreed to this 19 day of June, 1987

Lessee: Parsons, Inc. T/A Pizza Movers Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: [Signature]
President

Mail to Chesapeake Industrial Leasing
Co., Inc

544 538

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)
Papa Joes, Inc.
75 Mayo Road
Edgewater, MD 21037

2. Secured Party(ies) and address(es)
Baltimore Federal Financial, FSA
P. O. Box 116
Baltimore, Maryland 21203

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 268677 Folio# 600 Book# 514
Filed with Baltimore County Date Filed July 20 19 87

RECORD FEE 10.00

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. RECEIVED 0343 JUL 110#48
- 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. 08/15/89

10. ASSIGNEE:

Signet Bank/Maryland
P. O. Box 1077
Baltimore, Maryland 21203

PROPERTY
One-CTX, Model 70 Oven

H. ERLE SCHAFER
48 CO. CIRCUIT COURT

No. of additional Sheets presented:

By: Signet Bank/Maryland
Paul L. Gettings, A. V. P.

Baltimore Federal Financial, F. S. A.
By: James E. Squires, S. V. P.

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

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

544 FILE 539

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)

Unique Woodcraft, Inc
175 L. Penrod Court
Glen Burnie, MD 21061

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

Baltimore Federal Financial, FSA
P. O. Box 116
Baltimore, Maryland 21203

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 264869 L-505 F-348

Filed with County of Anne Arundel Date Filed December 2 19 86

RECORD FEE 10.00

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

6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10, have been assigned to the assignee whose name and address appears in Item 10.

8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

ASSIGNEE:

Signet Bank/Maryland
P. O. Box 1077
Baltimore, Maryland 21203

PROPERTY
1 - SCMi R 8 Over Arm Router
1 - CTD CDM 60 Double End Trim & Miter Saw w/2-5 AP Motors, CWS, EXF Ind. 4-16 Saw Blades
1 - SCMI Model F4L Jointer S/N AB310884
1 - ABM Model 75 Standard Duty Wide Belt Sander S/N 3212

No. of additional Sheets presented:

Signet Bank/Maryland

Paul L. Gettings, A. V. P.

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

(1) Filing Officer Copy - Alphabetical

Baltimore Federal Financial, F. S. A.

James E. Squires, S. V. P.

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

STANDARD FORM - FORM UCC-3

AA CO. CIRCUIT COURT

OK 12/15/89

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

544 540

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. 261576 recorded in

Liber 497, Folio 378 on 4/29/86 at Anne Arundel County

1. DEBTOR(S):

Name(s) Edgewater Video, Inc. T/A Video Plus, Inc.

Address(es) 3202 Solomons Island Road, Edgewater, Md. 21037

2. SECURED PARTY:

Name Westinghouse Credit Corporation

Address 2000 Oxford Drive, Suite 200A, Bethel, Pa. 15102

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

Marie Reynolds, Maryland National Bank, P. O. Box 871, Annapolis, Md.

21404

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.

RECORD FEE 10.00
.50
08/15/89

9. SIGNATURES.

SECURED PARTY

Westinghouse Credit Corporation
By CHRYSLER FIRST WHOLESALING CREDIT INC. Through Power of Attorney
By Janice Marie Masello
Janice Marie Masello, Sr. Credit Analyst
(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.

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404

544 541

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) Stephen M. Polakoff, O.D. 607 S. Camp Meade Road Linthicum Heights, MD 21090	2. Secured Party(ies) and address(es) Baltimore Federal Financial, FSA P. O. Box 116 Baltimore, Maryland 21203	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) PJ RECORD FEE 10.00
4. This statement refers to original Financing Statement bearing File No. <u>257619</u> Folio# <u>353</u> Liber# <u>487</u> Filed with <u>Anne Arundel County</u> Date Filed <u>July 29</u> 19 <u>85</u>		5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
10. ASSIGNEE: Signet Bank/Maryland P. O. Box 1077 Baltimore, Maryland 21203		PROPERTY One- Non-Mydratic Retinal Camera Model TRC-45AN s/n: 260228, 630230. H. KYLE SCHUMPER AA CO. CIRCUIT COURT 08/15/89
By: <u>Paul L. Gettings, A. V. P.</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (1) Filing Officer Copy - Alphabetical		No. of additional Sheets presented: <u>Baltimore Federal Financial, F. S. A.</u> By: <u>James E. Squires, S. V. P.</u> Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

544 542

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) Mid Atlantic Fisheries Dev Foundation 2200 Somerville Road, St 600 Annapolis, MD 21401	2. Secured Party(ies) and address(es) Baltimore Federal Financial, FSA P. O. Box 116 Baltimore, Maryland 21203	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 DJ
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4. This statement refers to original Financing Statement bearing File No. Folio# 93
256995 Liber#486
Filed with Clerk of Anne Arundel Co. Filed June 12 19 85

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. POSTAGE .50
- 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. 08/15/89

10. ASSIGNEE: Signet Bank/Maryland P. O. Box 1077 Baltimore, Maryland 21203	PROPERTY 1 Vydec Model 1800 Text Editor, 1-Qume Printer; 1- IBM PCXT, IBM Monochrome Monitor, Hayes 1200 B Modem, Epson LQ 1500 Printer, DOS 2.1 Operating System, IBM General Ledger Package, Word Star Professional Package s/n# 5027871, 0510003, 081202, 85092556, 735537, 210526.
--	--

Signet Bank/Maryland Paul L. Gettings, A. V. P. By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	Baltimore Federal Financial, F. S. A. James E. Squires, S. V. P. By: _____ Signature(s) of Secured Party(ies)
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544 543

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)

Romero A. Ferrer MD, PA
300 Hospital Drive
Glen Burnie, MD 21061

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

Baltimore Federal Financial, FSA
P. O. Box 116
Baltimore, Maryland 21203

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 257521 L-487 F-187

Filed with Anne Arundel Co. Date Filed July 26 1985

- 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.

POSTAGE **CK** .50

ASSIGNEE:

Signet Bank/Maryland
P. O. Box 1077
Baltimore, Maryland 21203

PROPERTY

One-Patient Management System; One-Televideo TS806/20 Hard Disk; Two Televideo TS800 Desktop Computer System; One-Televideo TPC1 Portable Computer; One-Hayes 1200 Smart Modem. s/n's: 84030272G, 84020313C, 84050624C, 3062124281, 850600001P, 850600001T, 850600001C.
No. of additional Sheets presented:

Signet Bank/Maryland

Paul L. Gettings, A. V. P.

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

(1) Filing Officer Copy - Alphabetical

Baltimore Federal Financial, F. S. A.

James E. Squires, S. V. P.

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

STANDARD FORM - FORM UCC-3

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)

B and K Shotcrete, Inc.
1469 Berger Street
Odenton, MD 21113

Baltimore Federal Financial, FSA
P. O. Box 116
Baltimore, Maryland 21203

4. This statement refers to original Financing Statement bearing File No. 270695 Page# 228 Book# 520

Filed with Anne Arundel Co. Date Filed November 24 19 87

RECORD FEE 10.00
POSTAGE Ck .50

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 18/15/89
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

ASSIGNEE:

PROPERTY

Signet Bank/Maryland
P. O. Box 1077
Baltimore, Maryland 21203

One-1984 Reed Sidewinder Full Dress Concrete
Pump s/n 38461700.

No. of additional Sheets presented:

Signet Bank/Maryland

Baltimore Federal Financial, F. S. A.

Paul L. Gettings, A. V. P.

James E. Squires, S. V. P.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

185

544 PAGE 546

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)

District Court of Maryland/
Headquarters
District Court Building
3rd. Floor Rowe Blvd. Taylor Ave
Annapolis, MD 21401

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

Baltimore Federal Financial, FSA
P. O. Box 116
Baltimore, Maryland 21203

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 266502 Pg. 489 & 490 Book#509
Filed with Anne Arundel Co. Date Filed March 11 1987

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. SECURITY FEE 10.00
POSTAGE .50
- 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. FOL 110159

10.

ASSIGNEE:

Signet Bank/Maryland
P. O. Box 1077
Baltimore, Maryland 21203

PROPERTY

1-Sharp FO 3100 Facsimile Machine
21-Sharp FO 600 Facsimile Machines
See attached Schedule

No. of additional Sheets presented:

Signet Bank/Maryland
Paul L. Gettings, A. V. P.

Baltimore Federal Financial, F. S. A.
James E. Squires, S. V. P.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

CK 3/15/89

Attached to and made a part hereof Equipment Lease No. BFED 560
 dated January 7, 1987

<u>Quantity</u>	<u>Description</u>	<u>Location</u>
1	Sharp "3100" Facsimile	Rowe Blvd. & Taylor Ave., Annapolis, Md. 21401
1	Sharp "600" Facsimile	Rowe Blvd. & Taylor Ave., Annapolis, Md. 21401
1	" "	5800 Wabash Ave., Baltimore, Md. 21215
1	" "	500 E. Baltimore St., Baltimore, Md. 21202
1	" "	Fayette & Gay Sts., Baltimore, Md. 21215
1	" "	Ostend & Patapsco Sts., Baltimore, Md. 21230
1	" "	Font Hill & Hurley Sts., Baltimore, Md. 21223
1	" "	111 Allegheny Ave., Towson, Md. 21204
1	" "	900 Walker Ave., Catonsville, Md. 21228
1	" "	8914 Kelso Dr., Essex, Md. 21221
1	" "	100 W. Center Pl., Dundalk, Md. 21222
1	" "	110 Painters Mill Rd., Owings Mills, Md. 21117
1	" "	27 Courthouse Square, Rockville, Md. 20850
1	" "	801 Sligo Ave., Silver Spring, Md. 20910
1	" "	Courthouse, E. Charles St., LaPlata, Md. 20646
1	" "	170 E. Main St., Elkton, Md. 21921
1	" "	Government Office Bldg., Salisbury, Md. 21801
1	" "	100 W. Patrick St., Frederick, Md. 21701
1	" "	55 N. Court St., Westminster, Md. 21157
1	" "	2 S. Bond St., Bel Air, Md. 21014
1	" "	59 Prospect Sq., Cumberland, Md. 21502
1	" "	7500 Ritchie Hwy., Glen Burnie, Md. 21061

Mailed to Secured Party

Approved and agreed to this 7th day of January, 1987

Lessee: District Court of Maryland/Hdqttrs. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: *M. Bryant Leschke* By: *David C. Connelly*

TO BE RECORDED IN:

(X) 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:

FFJ INC.

Unit 16
Brooklyn Park Shopping Center
5035 Governor Ritchie Highway
Brooklyn Park, Maryland 21225

2. Secured Party:

Maryland Small Business Development
Financing Authority

Redwood Tower, Suite 2246
217 East Redwood Street
Baltimore, Maryland 21202

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

3.1. All Debtor's goods and personal property presently owned, acquired contemporaneously with or acquired at any future time, and all replacements, additions, and accessions thereto, including but not limited to, fixtures, inventory, motor vehicles, equipment and all other tangible personal property of every kind and description comprising, belonging to or used in connection with or otherwise appertaining to Debtor's business.

3.2. All Debtor's accounts, contract rights, general intangibles, instruments, securities, documents and chattel paper, and all other intangible personal property of any kind and description presently existing or hereafter arising, now owned or hereafter acquired, including but not limited to, permits, licenses, leases, goodwill, subscriber or customer contracts and accounts arising out of or acquired in connection with the business of the Debtor, and the books, records and data processing materials in any form of the Debtor pertaining to the foregoing intangible personal property.

3.3 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.

RECORDING FEE 11.00
CK MORTGAGE .50
11/12/16
08/15/99

544 549

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:

FFJ INC.

By: Frank F. Jones, Jr. (SEAL)
Frank F. Jones, Jr.,
President



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

JCS/D-17:04

278413

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

SCHILLING SANITARY SYSTEMS INC.
D/B/A SCHILLING CHEMICAL &
EQUIPMENT
117 Roesler Road
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)
MID-STATES FINANCIAL CORP.
850 Algonquin Rd., Suite 103
Schaumburg, IL 60173-3808

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:
CLEANING EQUIPMENT PER ATTACHED SCHEDULE 'A'
PAGE 1 OF 1 TOTAL AMOUNT OF INDEBTEDNESS IS \$10,114.54.
TAX BEING PAID IS \$73.50.
Along with all present and future attachments and accessories
thereto and replacements and proceeds thereof including
amounts payable under any insurance policies. This filing is
a specific lease #COOM-4191-01, between SCHILLING SANITARY
SYSTEMS INC. DBA: SCHILLING CHEMICAL & EQUIPMENT lessee and
MID-STATES FINANCIAL CORP., lessor.

RECORD FEE 12.00
5. Assignee(s) of Secured Party and
Address(es) RECORD TAX 73.50
POSTAGE .50
#842230 0345 R01 T14108
53215/89
H ERLE 125770

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
74 CO. CIRCUIT COURT

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

Schilling Sanitary Systems Inc.
D/B/A SCHILLING CHEMICAL & EQUIPMENT

By: J. Charles Schilling
Signature(s) of Debtor(s)

MID-STATES FINANCIAL CORP.
FRANCINE L. Chumbley, Treasurer
By: Francine L. Chumbley
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



544 551

'SCHEDULE A'

This 'Schedule A' is hereby affixed to and becomes a part of a certain UCC-1 form wherein the (Debtor/Lessee) acknowledge that MID-STATES FINANCIAL CORP. (Secured Party/Lessor) has an interest in or owns certain equipment.

This 'Schedule A' further defines or adds to the equipment being referred to by the UCC-1.

EQUIPMENT

- 1 625B 21* AUTO-MITE F/K CONSISTING OF
- 1 95625 FLOORKEEPER 21 BAT 24V
- 2 97160 BATTERY GEL 95 AMP
- 1 97171 BATTERY CHARGER AUTO-LED 24V
- 2 90533 ATT SET WET/DRY
- 1 92400 CARPETKEEPER 24 HI-TECH
- 1 93000 PRO VAC WET/DRY
- 3 94700 BRUSH BASSINE SCRUB 17
- 3 94716 BRUSH NYLON SCRUB/SHAMPOO 17
- 3 97932 PAD HOLDER INSTA-LOK 17
- 3 98437 FM 17 1HP SHAMPOO
- 2 98480 FM 20 1-1/2HP BISPEED
- 1 98579 PAD HOLDER FLOORKPR 21
- 2 98990 EXTERNAL VAC 15AMP
- 2 05781 GASKET

IN WITNESS THIS 1 day of June, 1989 the Debtor/Lessee attests the above equipment is to be included in the UCC-1 unto which this is attached.

Lessor: MID-STATES FINANCIAL CORP.
By: *Francis & Chumley Inc.*

Lessee: SCHILLING SANITARY SYSTEMS, INC.
By: *J. Charles Schilling*

PARTIES

Debtor name (last name first if individual) and mailing address:
On Target, Inc.
2618 Annapolis Road
Severn, MD 21144

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))—

- acquired after a change of name, identity or corporate structure of the Debtor.
- as to which the filing has lapsed.
- already subject to a security interest in another county in Pennsylvania—
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- already subject to a security interest in another jurisdiction —
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s):
(required only if box(es) is checked above):

FINANCING STATEMENT

Uniform Commercial Code Form UCC-1
IMPORTANT — Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer)

278270

5:44 PM 553

The seller (secured party) is taking a security interest in the listed equipment. This is a conditional sale contract

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): and is not subject to recordation tax.

- Secretary of the Commonwealth.
- Promotary of Anne Arund County.
- real estate Records of County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): CASE No. 0-17794-0

COLLATERAL

Identify collateral by item and/or type:

Vendor: Unisoft Corp. 1 Wyse 386 Computer system Model 3216; 1 80 Meg Impalus Hard Disc; 1 wyse VGA Monitor and Board; 1 Okidata 320 Printer; 1 External 2400 Baud Modem; 1 Internal 40 Meg Tape Backup; 1 Alloy X Bus 4 Expansion; 3 NTN 286 Network Cards; 3 Wyse 60 Terminals; 3 Okidata 182 Serial Printers; 3 Electronic Cash Drawers; 3 Power Strips; 1 Power Backup; 3 Bar Coder Reader; Fire Software
 NTN Software, Remote Communication Package, Accounting Plus, A/P, General Ledger

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) —

- crops growing or to be grown on —
- goods which are or are to become fixture on —
- minerals or the like (including oil and gas) as extracted on —
- accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on —

the following real estate:

Street Address:

Describe at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____

for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

CK 09/15/89

DEBTOR SIGNATURE(S)

Debtor Signature(s):

On Target, Inc.

Clarence M. Thomas, Pres.

(NAME/TITLE) Clarence M. Thomas President

1a

(NAME/TITLE)

1b

(NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

BOOK 544 PAGE 554



Avco
Financial
Services

7164 D E. Furnace Branch Road
Glen Burnie, MD 21061
301 766 6763

Book 513 PAGE 566

ID File # 268249

TERMINATION STATEMENT

RE: Shirley Robinson - Leon Green
8224 Charwaters Ct
Severn MD 21140

REGISTRY FEE 10.00
POSTAGE .50
#642600 0345 P01 115405
08/15/89

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER 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.

3K
K. E. SCHAFER
AG ED. CIRCUIT COURT

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.,

BY Monique Hyberg
Admin Asst
TITLE

DATED 8/11/89

ACKNOWLEDGEMENT COPY

FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN ACKNOWLEDGEMENT.

278271

INDEMNITY FINANCING STATEMENT

1. To Be Recorded in the Land Records.
2. To Be Recorded among the Financing Statement Record.
3. Not subject to Recordation Tax.
4. Subject to Recordation Tax on an initial debt in the principal amount of _____ . 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. Guarantor's Name Address

Anderson Brothers 2434 Holly Neck Road
Boatel and Boat Sales, Baltimore County, MD
Inc., a Maryland corporation

6. Secured Party Address

First National Bank 18 West Street
of Maryland Annapolis, MD 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

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

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

9. Guarantor is secondarily liable as payment guarantor for debt of Charles N. Anderson, Jr., to Secured Party. This provision is included in order to certify the primary obligation to the satisfaction of the Clerk of the Court for purposes of the imposition of recordation taxes.

<p>GUARANTOR:</p> <p>Anderson Brothers Boatel and Boat Sales, Inc., a Maryland corporation</p> <p>By: <u><i>Charles N. Anderson, Jr.</i></u> Charles N. Anderson, Jr., President</p>	<p>SECURED PARTY:</p> <p>First National Bank of Maryland</p> <p>By: <u><i>Nicholas P. Lambrow</i></u> Nicholas P. Lambrow, Assistant Vice President</p>
--	---

Address where Collateral will be located:

2434 Holly Neck Road
Baltimore County, Maryland

Mr. Clerk: Please return to M. Willson Offutt IV, Esquire, Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral Street, P.O. Box 868, Annapolis, Maryland 21404.

RECORD FEE 13.00
CK .50
0345 R01 T10149
08/16/89
H. FILE SCHAFER
CIRCUIT COURT

13

EXHIBIT A
LEGAL DESCRIPTION

BEGINNING for the First and being all that lot of ground situate in the Fifteenth Election District of Baltimore County, State of Maryland and being described as follows:

BEGINNING for the same at a point on the North side of Hollyneck Road at the beginning of that parcel of land which by Deed dated November 5, 1975, and recorded among the Land Records of Baltimore County in Liber EHK, JR. No. 5583 folio 144 was conveyed by R. Samuel Jett, Jr. to James W. Brown and Sons, Inc., and running thence and binding on the boundary lines of said land as now established and referring the courses of this description to the Baltimore County Grid Meridan, binding along the North side of Hollyneck Road South 84 degrees 40 minutes 31 seconds East 175.41 feet and South 79 degrees 43 minutes 44 seconds East 252.68 feet to a point in the Baltimore Yacht Club Road and running thence and binding in Baltimore Yacht Club Road North 28 degrees 04 minutes 28 seconds East 341.11 feet and North 40 degrees 42 minutes 23 seconds East 63.49 feet thence leaving Baltimore Yacht Club Road and binding on the outlines of said tract as now surveyed North 84 degrees 06 minutes 37 seconds West 342.00 feet North 5 degrees 53 minutes 23 seconds East 98.80 feet North 5 degrees 53 minutes 23 seconds East 114.00 feet South 80 degrees 16 minutes 54 seconds West 101.30 feet South 45 degrees 25 minutes 54 seconds West 86.22 feet and North 77 degrees 36 minutes 06 seconds West 106.88 feet to the last line of the land first herein referred to and running thence and binding on said last line as now surveyed South 04 degrees 54 minutes 43 seconds West 481.69 feet to the place of beginning. Containing 5.0871 acres of land, more or less.

EXHIBIT B

One (1) Taylor Forklift, Serial No. 18750

One (1) Lift-all Forklift, Serial No. AV-67694

Boat storage racking system located on real property described on Exhibit A attached hereto.



278272

NOT SUBJECT TO RECORDATION TAX

544 558

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 Jenkins Boat Sales, Inc. Anderson Brother Boatel and Boat Sales, Inc.
7328 Ritchie Hwy. 2434 Holly Neck Rd.
Name Glen Burnie, A.A. Co., MD 21061 Essex, Balto. Co., MD 21221
Address Charles N. Anderson, Jr.
2904 Mountain Rd., Pasadena, A.A. Co., MD 21122

2. SECURED PARTY
Name JAMES H. EURICE, JENKINS MARINE MOTOR SALES, INC. AND JENKINS NORTH, INC.
Address c/o Clarence M. Thomas, 10 Church Lane, Balto., MD 21208

RECORD FEE 13.00
CK .50

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

3. Maturity date of obligation (if any) _____ 9243070 2345 ROL 110150 09/16/89

4. This financing statement covers the following types (or items) of property: (list)
1. The boat sales and service business known as Jenkins Marine Motor Sales, Inc., located at 7328 Ritchie Hwy., Glen Burnie, MD.
2. The marina business located at 2434 Holly Neck Road, Essex, MD.
3. All machinery, equipment and other articles of tangible personal property of every kind and nature whatsoever now or hereafter located at the premises 7328 Ritchie Hwy., Glen Burnie, MD and 2434 Holly Neck Road, Essex, MD, including but not limited to the items listed on the attached Exhibit which, by reference, is made a part hereof.

CHECK THE LINES WHICH APPLY

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

Charles N. Anderson, Jr.
CHARLES N. ANDERSON, JR.

Charles N. Anderson, Jr.
JENKINS BOAT SALES, INC.,
By: Charles N. Anderson, Jr., Pres.

Charles N. Anderson, Jr.
ANDERSON BROTHER BOATEL AND
BOAT SALES, INC.,
By: Charles N. Anderson, Jr., Pres.

James H. Eurice
(Signature of Secured Party)
JAMES H. EURICE, Individually and as
Type or Print Above Signature on Above Line
President of Jenkins Marine Motor
Sales, Inc., and Jenkins North, Inc.

Return to: Clarence Thomas, Esquire
Durkee, Thomas + Nahn
10 Church Lane
Baltimore, Md. 21208

13
2

MN423801.FIS
1840

278273

544 559

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: FRANK J. SCOTT, SR.
305 East Furnace Branch Road
P.O. Box 878
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:

(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 or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the

#435-100 0033 002 113450

08/16/89
H. EILE SCHAFER
AA CO. CIRCUIT COURT

1730

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 _____, 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:


Frank J. Scott, Sr.

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

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 19th Floor
Baltimore, Maryland 21202

EXHIBIT A

PROPERTY DESCRIPTION

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

BEING Lots 1 through 29, inclusive, Lots 30-R, 31-R, 32-R, 33-R, 34-R, 35-R and 36-R; the beds of McNeil Court, Lennon Court and Raylene Court; the Stormwater Management Easement, Utility Easement and Road Widening Strip for Wicklow Road; all as shown on the Plats entitled "Second Amended Plat of Wicklow Woods", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 17 and 18, as Plats No. 6341 and 6342.

FINANCING STATEMENT

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

- 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 \$ 1,300,000.00

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments and Taxation

5. Debtor(s) Name(s): GARBCO, Inc. t/a G. Briggs Address(es): 611 A N. Hammonds Ferry Rd. Linthicum, Maryland 21090 575 Ritchie Highway Severna Park, MD 21146

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION Address: 100 South Charles Street Baltimore, Maryland 21201
 Attention: Commercial Note Department

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) 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 following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. 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: GARBCO, Inc. t/a G. Briggs

By: George H. Briggs, III, President (Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

(Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

SCHEDULE A

This Schedule A is attached to and made a part of a financing statement from GARBCO, Inc. t/a G. Briggs (the "Debtor") and Equitable Bank, National Association (the "Secured Party")

SECTION 5 CONTINUED: Additional addresses of the Debtor:

2157 York Rd. Timonium, MD 21093	10 Light Street Baltimore, MD 21202	575 Ritchie Highway Severna Park, MD 21146	Columbia Mall Columbia, MD 21044
-------------------------------------	--	---	--

CERTIFICATION FOR ALLOCATION OF
MARYLAND RECORDATION TAX

Date:

TO: Circuit Court for Anne Arundel County
~~Circuit Court for Howard County~~
~~Circuit Court for Baltimore City~~
~~Circuit Court for Baltimore County~~
~~State Department of Assessments and Taxation~~

REFERENCE: GARBCO, Inc. t/a G. Briggs

With respect to the above-referenced loans and to the personal property (the "Collateral") securing said loans, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- | | |
|---|----------------|
| 1. Value of Inventory and Other Exempt Collateral | \$1,925,737.00 |
| 2. Value of Equipment and Other Non-Exempt Collateral | \$615,436.00 |
| 3. Total Value of Collateral | \$2,541,173.00 |

4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
<u>\$1,925,737.00</u>	X	<u>\$1,300,000.00</u>	=	\$985,158.47
\$2,541,173.00				

5. Amount of Non-Exempt Debt: \$ 314,841.53 (rounded up to \$315,000.00)

6. Recordation Tax Due on Non-Exempt Debt, Rounded Off

\$3.30 X \$ 315,000.00 = \$1,039.50
1000

544 565

278275

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax \$187,100.00
principal amount of \$.....

1. Name of Debtor(s): DR. HERBERT GOTTLIEB D.D.S., P.A.
Address: 1404 Crain Highway South
Glen Burnie, MD. 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~Mary Plaza One, 4401 Colverville Road~~
7984 Crain Highway
Glen Burnie, MD. 21061

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

SEE ATTACHED LISTING

Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

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

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

RECORD FEE 21.00
RECORD TAX 129.50
POSTAGE .30
2531510 0237 402 713/32
08/12/89
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): DR. HERBERT GOTTLIEB D.D.S., P.A.

Herbert Gottlieb
.....
Herbert Gottlieb.....

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Denise Sutton*
.....
Denise Sutton, Branch Officer
(Type Name and Title)

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

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

1100
05/11
12950

(301) 484-1838

Representing SOFTDENT in
Maryland, Virginia, District of Columbia,
Delaware and Pennsylvania

M. S. SYSTEMS

544 RE 566

COMPUTER SYSTEMS EXCLUSIVELY FOR DENTISTRY

33 Jones Falls Terrace
Baltimore, Maryland 21209

July 28, 1989

Dr. H.G. Gottlieb
1404 Crain Hgwy
Glen Burnie, Md. 21061

Dear Dr. Gottlieb:

The enclosed is a list of the hardware that will be included in your computer system with the corresponding serial numbers.

(1) Acer Personal Computer Model Number 1100-16	(Z812090143)
(2) Acer Intelligent Workstations Model Number 1030	(A103014758M)
	(A103014613M)
	(A103009245M)
(3) Acer VGA Color Monitors Model Number 7513	(M14200940S)
	(M14201204S)
	(M14200811S)
(2) Citizen Printers Model Number HSP-500	(ZC007283-95)
	(ZC007065-95)
(1) Citizen Printer Model Number Tribute-124	(P1005125-86)

FINANCING STATEMENT

File No

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

1. DEBTOR(S) (OR ASSIGNOR) and Address(es) Greg Herbert 3739 Spring Lake Lane Owings Mills, Maryland 21117	2. a. SECURED PARTY (OR ASSIGNEE) and Address Howard H. Mishkin 2301 Velvet Ridge Owings Mills, Maryland 21117
	2. b. ASSIGNEE OF SECURED PARTY (if any) and Address

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

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in all partnership or other ownership interests in 4800 Ritchie Highway, Limited Partnership, a Maryland limited partnership, and stock or other interest in Anne Arundel Dog and Cat Hospital, Inc., a Maryland corporation, in either case including any benefits, distributions or allocations to which any of such interests may be entitled, whether such partnership, stock or other interests are presently owned or hereafter acquired, all to secure the payment of certain existing and future obligations.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: N/A

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

7. RETURN TO: Richard D. Ferber, Esq.
Piper & Marbury, 36 S. Charles St., Balto., Md. 21201

DEBTOR: Greg Herbert, DVM

RECORD FEE 22.00
POSTAGE 1.50
HOSPITAL DIST ROD 113156
06/16/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Type Name)
By: Greg Herbert, DVM

Greg Herbert, DVM
(Type Name and Title of Person Signing)

June 15, 19 89
(Date Signed by Debtor)

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

1130



TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

278277

FINANCING STATEMENT

544 568

1. Name & Address of Debtor: CHARLES EDWARD ARMIGER, JR.
BARBARA J. ARMIGER
23121 N. E. Wickson Road
Battle Ground, WA 98604
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 Lot 13, Plat 2, 6432 Scrivner Court, Friendship, Maryland, 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 6432 Scrivner Court, Friendship, Maryland, 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.

CK
12.00
.50
#443510 0745 001 714 02
08/18/87

Debtor:
Charles Edward Armiger, Jr.
Charles Edward Armiger, Jr.
Barbara J. Armiger
Barbara J. Armiger, Jr.

Secured Party:
Severn Savings Bank, FSB
By: [Signature]
Alan J. Hyatt, President

12

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 224677

RECORDED IN LIBER 401 FOLIO 473 ON 4/30/79 (DATE)

1. DEBTOR

Name David M. & Patricia K. Foley
Address 3132 Starboard Drive, Annapolis, Md. 21403

2. SECURED PARTY

Name First Pennsylvania Bank, NA
Address 1500 Chestnut Street P.O. Box 41551 Phila., PA 19101

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 11.00
#643530 0345 R01 T14#50
CK 08/16/89
H. ERIC SCHAFER
AA CO. CIRCUIT COURT

Dated 6/7/89

First Pennsylvania Bank, NA
Catherine White
(Signature of Secured Party)

Catherine White, ADMO
Type or Print Above Name on Above Line

AUG 14 1989

278278

544 570

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 Stan Mileski

Address 734 Darlow Drive Annapolis, Maryland 21401

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive
Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) _____

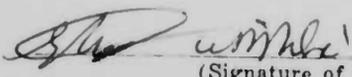
4. This financing statement covers the following types (or items) of property: (list)

- 1 New John Deere 430 L&G -- S/N 596225
- 1 New John Deere 60" Mower -- S/N 558221
- 1 New John Deere HYDRALIC DUMP 575009

RECORD FEE 11.00
POSTAGE CK .50
#093200 0365 R01 T14153
09/16/89

CHECK THE LINES WHICH APPLY

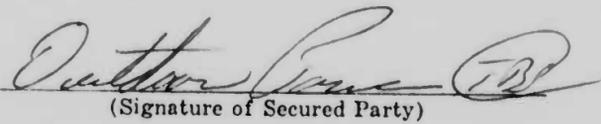
- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)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


(Signature of Debtor)

Stan Mileski
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

278279

BOOK 544 PAGE 571

TO BE RECORDED AMONG THE FINANCING RECORDS AT Clerk of the Circuit Court of
Anne Arundel County

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Name of Debtor: Charles J. Thorne and Jacqueline A. Thorne
Address: 432 Benfield Road
Severna Park, Maryland 21146

*VOID
CK*

~~RECORD FEE 12.00~~

2. Name of Secured Party:
Address:

MARYLAND NATIONAL BANK
Professional Banking Group
5550 Friendship Boulevard
Chevy Chase, Maryland 20815

~~MESSAGE .50~~

~~RECORD FEE 12.00~~

~~08/16/89~~

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

All of the Debtor's partnership interests in Benchmark Acquisition Fund Limited Partnerships, a series of Maryland Limited partnerships, each organized to acquire, develop and operate television system or systems, and other complementary communication properties, and any other partnership interests or investments financed with the proceeds of the loans and advances evidenced by any promissory note from the Debtor in favor of the Secured Party, whether those interests or investments are now owned or hereafter acquired, including, but not limited to, the Debtor's rights to receive cash distributions, profits, losses and capital distributions therefrom, all general intangibles related thereto, and all proceeds therefrom including, without limitation, proceeds from the sale or other transfer of such partnership interests or investments.

Debtor:

[Signature]
Dr. Charles J. Thorne

[Signature]
Name: Jacqueline A. Thorne
Title:

CK

~~RECORD FEE 12.00~~

Mr. Clerk: Please return to the Secured Party at the above address.

~~RECORD FEE 12.00~~

~~08/16/89~~

12

278230

BOOK 544 PAGE 572

TO BE RECORDED AMONG THE FINANCING RECORDS AT ANNE Arundel County, Maryland

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- 1. Name of Debtor: Charles F. Converse
Address: Martha B. Converse
5 Cedar Drive
Severna Park, Maryland 21146
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Professional Banking Group
5550 Friendship Boulevard
Chevy Chase, Maryland 20815

VOID

RECORD FEE 12.00

POSTAGE .50

8543700 C345 R01 T15105

08/16/89

H. EILE SCHIFFER

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

All of the Debtor's partnership interests in Benchmark Acquisition Fund Limited Partnerships, a series of Maryland Limited partnerships, each organized to acquire, develop and operate television system or systems, and other complementary communication properties, and any other partnership interests or investments financed with the proceeds of the loans and advances evidenced by any promissory note from the Debtor in favor of the Secured Party, whether those interests or investments are now owned or hereafter acquired, including, but not limited to, the Debtor's rights to receive cash distributions, profits, losses and capital distributions therefrom, all general intangibles related thereto, and all proceeds therefrom including, without limitation, proceeds from the sale or other transfer of such partnership interests or investments.

Debtor: Charles F. Converse
Martha B. Converse

Charles F. Converse
Name: Charles F. Converse
Title:

Martha B. Converse
Martha B. Converse

RECORD FEE CK 12.00
8543700 C345 R01 T15108

Mr. Clerk: Please return to the Secured Party at the above address. 08/16/89

12

278281

544 573

TO BE RECORDED AMONG THE FINANCING RECORDS AT Clerk of the Circuit Court, Anne Arundel County

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Name of Debtor: John M. Tatterson and Doris C. Tatterson
Address: 921 Wagon Trail Road
Annapolis, Maryland 21401

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Professional Banking Group
5550 Friendship Boulevard
Chevy Chase, Maryland 20815

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

All of the Debtor's partnership interests in Benchmark Acquisition Fund Limited Partnerships, a series of Maryland Limited partnerships, each organized to acquire, develop and operate television system or systems, and other complementary communication properties, and any other partnership interests or investments financed with the proceeds of the loans and advances evidenced by any promissory note from the Debtor in favor of the Secured Party, whether those interests or investments are now owned or hereafter acquired, including, but not limited to, the Debtor's rights to receive cash distributions, profits, losses and capital distributions therefrom, all general intangibles related thereto, and all proceeds therefrom including, without limitation, proceeds from the sale or other transfer of such partnership interests or investments.

Debtor:

John M. Tatterson

Name: John M. Tatterson

Doris C. Tatterson

Name: Doris C. Tatterson

Mr. Clerk: Please return to the Secured Party at the above address.

12

278283

BOOK 544 PAGE 575

TO BE RECORDED AMONG THE FINANCING RECORDS AT Anne Arundel County, Maryland.

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- 1. Name of Debtor: Clyde L. Bell, Jr.
Address: Betty A. Bell
43 City Gate Lane RECORD FEE 12.00
Annapolis, Maryland 21401 08/16/89
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Professional Banking Group
5550 Friendship Boulevard
Chevy Chase, Maryland 20815

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

All of the Debtor's partnership interests in Benchmark Acquisition Fund Limited Partnerships, a series of Maryland Limited partnerships, each organized to acquire, develop and operate television system or systems, and other complementary communication properties, and any other partnership interests or investments financed with the proceeds of the loans and advances evidenced by any promissory note from the Debtor in favor of the Secured Party, whether those interests or investments are now owned or hereafter acquired, including, but not limited to, the Debtor's rights to receive cash distributions, profits, losses and capital distributions therefrom, all general intangibles related thereto, and all proceeds therefrom including, without limitation, proceeds from the sale or other transfer of such partnership interests or investments.

Debtor: Clyde L. Bell, Jr.
Betty A. Bell

Clyde L. Bell, Jr.

Name: Clyde L. Bell, Jr.
Title:

Betty A. Bell

Name: Betty A. Bell
Title:

Mr. Clerk: Please return to the Secured Party at the above address.

12

15

278281

544 576

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND, AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: John F. Pilli, Sr.
Doris C. Pilli
216 Najoles Road
Millersville, Maryland 21108
2. NAME AND ADDRESS OF SECURED PARTY: Sterling Bank & Trust Co.
111 Water Street
Baltimore, Maryland 22102
Attn: Ms. Patricia Jenkins

RECORDATION FEE 28.00
POSTAGE CK 1.00
#10000 100000 100049
07/29/89

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

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery,

180
D



544 577

furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of any building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property; and

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith made between Debtor and Arthur L. Silber and Patricia A. Jenkins, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust, as security for a loan (the "Loan") made by Secured Party to Debtor, John F. Pilli, Jr., and Guy D. Pilli, jointly and severally.

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

6. The names of the record owners of the Property are John F. Pilli, Sr., and Doris C. Pilli.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is \$200,000.00.

Debtor:

John F. Pilli, Sr. (SEAL)
John F. Pilli, Sr.

Doris C. Pilli (SEAL)
Doris C. Pilli

Date: 8-8-, 1989

Mr. Clerk: Please return to: Carla Stone Witzel, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

BOOK 544 PAGE 579

Lot No. 10 in the subdivision known as "STAFFORD
ESTATES," and recorded in Plat Book 103, folio 17

278285

544-580

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND, AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: South River Landing, Inc.
2661 Riva Trace Parkway
Suite 1050
Annapolis, Maryland 21401
2. NAME AND ADDRESS OF SECURED PARTY: Sterling Bank & Trust Co.
111 Water Street
Baltimore, Maryland 22102
Attn: Ms. Patricia Jenkins

RECORD FEE 17.00
POSTAGE 1.00
SEARCH AND INDEX FEE 2.00
GK
MAY 15 1989
ANNE ARUNDEL COUNTY CLERK

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

(a) All fixtures, fittings, furnishings, appliances, apparatus,
equipment and machinery, and all articles of personal property of every kind
and nature whatsoever now or hereafter located in or upon any interest or
estate in that certain parcel of real property and improvements now or
hereafter thereon, located in Anne Arundel County, Maryland, and more
particularly described in Exhibit A, attached hereto and made a part hereof
(the "Property"), or any part thereof, and used or usable in connection with
any present or future operation of the Property, and now owned or hereafter
acquired by Debtor and any property of any tenant thereon to which Debtor as
landlord would have access upon default by such tenant, including, without
limiting the generality of the foregoing, all screens, storm windows and
doors, floor coverings, shrubbery, plants, boilers, tanks, machinery,

1700
/ 80



544 581

furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of any building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property; and

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith made between Debtor and Arthur L. Silber and Patricia A. Jenkins, trustees thereunder (the "Deed of Trust").

544 582

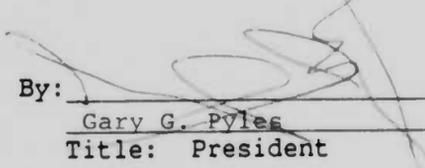
4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust, as security for a loan (the "Loan") made by Secured Party to John F. Pilli, Sr., John F. Pilli, Jr. and Guy D. Pilli, jointly and severally, and guaranteed by Debtor.

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

6. The name of the record owner of the Property is John F. Pilli & Sons, Inc.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt guaranteed by Debtor is \$200,000.00.

Debtor: South River Landing, Inc.

By:  (SEAL)
Gary G. Pyles
Title: President

Date: August 10, 1989

Mr. Clerk: Please return to: Carla Stone Witzel, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

PARCEL 1:

BEING known and designated as Unit No. 1160, Section XI, South River Landing A Condominium, on the Plat entitled, "Section XI, (Third Section Recorded) South River Landing, A Condominium", which Plat is recorded among the Condominium Plat Records of Anne Arundel County in Plat Book E-22, pages 27 and 28 and Amended Subdivision Plan of South River Landing recorded in Plat Book 86, pages 37 and 38.

PARCEL 2:

BEING known and designated as Unit No. 820, Section VIII, South River Landing A Condominium, on the 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, pages 28 to 33.

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND, AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: John F. Pilli & Sons, Inc.
216 Najoles Road
Millersville, Maryland 21108
2. NAME AND ADDRESS OF SECURED PARTY: Sterling Bank & Trust Co.
111 Water Street
Baltimore, Maryland 22102
Attn: Ms. Patricia Jenkins

RECORD FEE 1.00
POSTAGE 1.00
RECORDED AND FILED 11/27/89
11/27/89
CK
BY CLERK SCHMIDT
OF THE CIRCUIT COURT

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

(a) All fixtures, fittings, furnishings, appliances, apparatus,
equipment and machinery, and all articles of personal property of every kind
and nature whatsoever now or hereafter located in or upon any interest or
estate in that certain parcel of real property and improvements now or
hereafter thereon, located in Anne Arundel County, Maryland, and more
particularly described in Exhibit A, attached hereto and made a part hereof
(the "Property"), or any part thereof, and used or usable in connection with
any present or future operation of the Property, and now owned or hereafter
acquired by Debtor and any property of any tenant thereon to which Debtor as
landlord would have access upon default by such tenant, including, without
limiting the generality of the foregoing, all screens, storm windows and
doors, floor coverings, shrubbery, plants, boilers, tanks, machinery,

1200
1/2



furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of any building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property; and

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith made between Debtor and Arthur L. Silber and Patricia A. Jenkins, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust, as security for a loan (the "Loan") made by Secured Party to John F. Pilli, Sr., John F. Pilli, Jr. and Guy D. Pilli, jointly and severally, and guaranteed by Debtor.

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

6. The name of the record owner of the Property is John F. Pilli & Sons, Inc.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt guaranteed by Debtor is \$200,000.00.

Debtor: John F. Pilli & Sons, Inc.

By: John Pilli (SEAL)
John F. Pilli, Sr.
Title: President

Date: Aug. 8, 1989

Mr. Clerk: Please return to: Carla Stone Witzel, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

544 587

Lots 2 and 7 in the subdivision known as "HONEYSUCKLE RIDGE" which subdivision is set out on the Plat entitled "HONEYSUCKLE RIDGE" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 107 page 37.

278287

544 588

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY 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: Conte Investments
c/o J&A Builders, Inc.
116 Defense Highway
Annapolis, MD 21401
2. NAME AND ADDRESS OF SECURED PARTY: Maryland National Bank
Anne Arundel County/Southern
Maryland Business Banking Unit
116 Defense Highway, Suite 201
Annapolis, MD 21401

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types 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 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 or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in

RECORD FEE 18.00
POSTAGE .50

0345 101 715:18
CK 08/15/89

18

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 described in a Deed of Trust, Assignment and Security Agreement dated December 15, 1988, (the "Deed of Trust") executed by the Debtor for the benefit of John P. Carroll and Mark T. Blizzard, 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

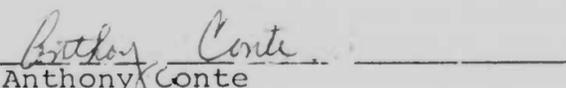
any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the 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.

CONTE INVESTMENTS

By 
Joseph Conte
Partner

By 
Anthony Conte
Partner

Filing Officer: After recordation, please return this Financing Statement to:

Bruce A. Krain, Esquire
CAWOOD, KRAIN, LOTRIDGE & KELLY
170 Jennifer Road, Suite 200
Annapolis, MD 21401

Continuation For Schedule "A" LEGAL of AGENT'S FILE COPY

Lender's Policy Number 21-180-642443 Agent's Case Number 88882-11

Owner's Policy Number 21-180-406186

BEGINNING for the same at an iron pipe found in the northern right-of-way line of Defense Highway (MD Rte 450) a 40 foot right-of-way, said point of beginning being further located at the division of Lots 3 and 4 of the Anne E.D. Sellman Subdivision recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 1, page 30; said point of beginning being further located at the division line between a conveyance from Boris and Sandra Lang to William L. Amoroso by deed dated March 3, 1970 and recorded among the Land Records of Anne Arundel County in Liber 2332, folio 135, and a conveyance from Arthur L. Fease, Jr., et ux., to August S. Carstens, et ux., by deed dated April 25, 1964 and recorded among the Land Records of Anne Arundel County in Liber 1750, folio 563;

.. Thence leaving said Lot #3 and said conveyance to Amoroso (2332-135) and running from said point of beginning so fixed and with said northern right-of-way line of Defense Highway as now surveyed with courses referred to Anne Arundel County Grid North, South 76 25' 07" West, 251.17 feet to an iron pipe set at the division line between Lots 4 and 5 of said Sellman Subdivision, said point being further located between said conveyance to Carstens (1750-563) and a conveyance from Lloyd B. Suit, et ux., to Fred A. Bausum, et ux., by deed dated March 31, 1955 and recorded among the Land Records of Anne Arundel County in Liber 1197-166;

. Thence leaving said Defense Highway and running with said division line between Lots 4 and 5 and said division line between said conveyances to Carstens (1750-563) and to Bausum (1197-166) as now surveyed North 08 02' 54" West, 906.32 feet to an iron pipe found at the common corner among said conveyances to Carstens and Bausum and a conveyance from Irving P. Cohn, et al, to Frank Baldwin by deed dated February 24, 1978 and recorded among said Land Records of Anne Arundel County in Liber 3064, folio 846;

. Thence leaving said Lot #5 and running with the division line between said conveyances to Carsten (175-563) and to Baldwin (3064-846) North 81 55' 03" East, 250.0 feet to an iron pipe found at the rear division line between said Lots 3 and 4 and at the common corner among said conveyances to Carstens (1756-563) to Baldwin (3064-846) and to Amoroso (2332-135);

. Thence leaving said conveyance to Baldwin and running with said division line between Lots 3 and 4 and also with said division line between said conveyances to Carstens and Amoroso, South 08 02' 54" East, 884.25 feet to the point of beginning.

. Containing 5.144 acres, more or less, according to a survey prepared by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in December, 1980.

544 592

278288

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Equipment Repair, Inc. T/A John Kent Auto	1803 McGuckian Street Annapolis, Maryland 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, inventory and equipment now owned or hereafter acquired by borrower, and all proceeds "cash and noncash" of such accounts inventory and equipment.

RECORD FEE 12.00

RECORD TAX 175.00

POSTAGE .50

- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

4635570 0345 R01 T10107

08/09/89

H. LILE SCHAFER

AA CO. CIRCUIT COURT

- Proceeds } of the collateral are also specifically covered.
- Products }

- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Equipment Repair, Inc.
T/A John Kent Auto
John Kent
John Kent, President

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *John R Ludwig*
JOHN R LUDWIG ASST VICE PRESIDENT

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

1200
175.00
00

278289

544 593

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): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

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 Collateral Unit
P.O. Box 871
Ann Arbor, Michigan 48106 P. O. Box 871
Ann Arbor, Michigan 48106 Annapolis, Md. 21404
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, 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):

Hans Christian 41 Foot Traditional Hull #40.

POSTAGE
 CK: MISSISSIPPI CITY MISS 21403
 05/21/89
 W. L. SCHWEP
 AN CO. CIRCUIT COURT

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

By: Geoffrey R. White, President (Seal)
 Type name and title, if any

By: Robert G. Jones, Vice President (Seal)
 Type name and title

By: _____ (Seal)
 Type name and title, if any

By: Robert G. Jones, Vice President
 Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

1150

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

278290

544 REC 594

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): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

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 Collateral Unit
~~PHYSICAL RECORDS UNIT~~ P. O. Box 871
~~PHYSICAL RECORDS UNIT~~ Annapolis, Md. 21404

Attention: Lisa Edwards

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventories*. 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):

Hans Christian Independence 45 Foot Trawler, Hull #12.

RECORD FEE 12.00
POSTAGE CK 2.00
RECEIVED 11/17/88
11/17/88

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

By: Geoffrey R. White, President (Seal)

By: Robert G. Jones (Seal)

By: _____ (Seal)
Type name and title, if any

Robert G. Jones, Vice President
Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

115

Mail To:
Maryland National Bank
Credit Collateral Unit
P.O. Box 871
Annapolis, Maryland 21404



278291

544 PAGE 595

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at State Dept. of Assessment & Taxation
- 3. Not subject to Recordation Tax. Anne Arundel County
- 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): Hans Christian Yachts, Inc. Address(es): 7078 Bembe Beach Road
Annapolis, Maryland 21403

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 Collateral Unit
P. O. Box 871
Annapolis, Md. 21404

Attention: Lisa Edwards

(Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, 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):

Hans Christian 33 Foot Traditional Hull #150.

RECEIVED
 POSTAGE CK
 #35216 077 003 01434
 08/17/07
 H. J. E. SCHWEN
 AN. CO. EMPLOYE

Debtor: Hans Christian Yachts, Inc.

Secured Party: Maryland National Bank

By: Geoffrey R. White, President (Seal)
Type name and title, if any

By: Robert G. Jones (Seal)
Type name and title

By: _____ (Seal)
Type name and title, if any

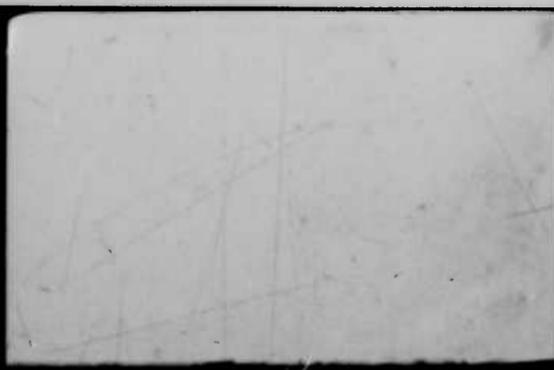
Robert G. Jones, Vice President
Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

Mail To:
 Maryland National Bank
 Credit Collateral Unit
 P.O. Box 871
 Annapolis, Maryland 21404

115



278232

544 596

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax To be Recorded in Land Records (For Fixtures Only).
Subject to Recordation Tax; Principal Amount is \$ 22,000.00 AUGUST 11, 1989

Name of Debtor Address
Arnold Family Practice Associates, P.A. 1509 Ritchie Highway
Arnold, Maryland 21012

RECORD FEE 11.00
RECORD TAX 154.00
POSTAGE .50

SECURED PARTY

BANK OF ANNAPOLIS - 1900 Fairfax Road, P.O. Box 6492
Annapolis, MD 21401

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

New Radiographic System (See Attachment)

CK

4644890 0040 R01 T12142
09/17/89
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 on the following real estate:

3. Proceeds Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor) Secured Party (or Assignee)

Arnold Family Practice Associates, P.A. BANK OF ANNAPOLIS

BY: Victor M. Plavner, M.D. Vice-President

BY R. Michael Shymansky
R. Michael Shymansky
Vice-President

Type or print names under signatures

Mail to: BANK OF ANNAPOLIS
1900 FAIRFAX ROAD, P.O. BOX 6492
ANNAPOLIS, MD 21401-0492

11.00 154.50

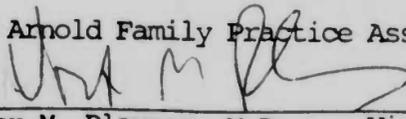
ATTACHMENT:

For: Arnold Family Practice Associates, P.A.

AUGUST 11, 1989 544 PAGE 597

<u>QTY.</u>	<u>MODEL</u>	<u>GENERAL RADIOGRAPHIC SYSTEM</u>
1	SXM325	Scotco 300 mA, 125 kVp Generator with line compensation.
1		55" Radiographic Table, complete with grid. Includes: - Stationary Top and 24 Volt DC Electric Lock. - Equiped with Bridge Rectifier to accommodate 24 Volt AC supply from new controls. - 24" Removable Foot Extension
1	HK-17	Grid - Aluminum interspaced 10:1 ratio; 103 Line; 34/44 Focal Distance, 14 x 17.
1	GC-LT	Grid Cabinet, 14 x 17.
1	DT0101	Size-O-Matic, 14 x 17.
1	AK0122	Conversion Kit for Grid Cabinet required for new certified installations.
1	CR-HR	Roller Kit (Bucky Mtg. Roller Kit).
1st	DDSS1	Discrete Distance Sensor Switches, set of 3, with 30' inter-connecting cable for Linear I and II, one for vertical, two for horizontal.
1	S-007	Movable Tube Stand, vertical and longitudinal movement with angulation bar.
1	X-A-1	Wall mounted Cassette Holder X-Almor (certified) receives a 14 x 17 cassette, complete with interface for collimator designated.
1	X-A-2	Wall mounted Cassette Holder X-Almor (certified) receives a 10 x 12 cassette, complete with interface for collimator designated.
1	70-30000	Eueka Collimator System Linear I, Semiautomatic Collimator with Manual Shutter Controls. Provides operation at 40" vertical S.I.D., 40" and 72" horizontal S.I.D.
1	52-08101	Emerald 125 Rotating Anode X-ray Tube, 1.0 x 2.0 mm Focal Spot, 150,000 H.U., 125 PKV.
1pr	SC-16	H.T. Cables, 16' long.
1	QX 70	Film Processor: Konica Model QX 70 X-ray Film Processor. - Microprocessor controlled. - Automatic standby. - Uniform film drying. - Quiet operation.

Debtor: Arnold Family Practice Associates, P.A.

BY: 
Victor M. Plavner, M.D. - Vice-President

278411

544 598

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)

Advanced Sleep Products
23011 South Wilmington Avenue
Carson, California 90745
TIN: 95-3254262

2. Secured Party(ies) and address(es)

The First National Bank of Chicago, as
agent for certain parties described
on Schedule I attached hereto
One First National Plaza
Chicago, Illinois 60670

For Filing Officer
(Date, Time, Number, and Filing Office)

CK

4. This financing statement covers the following types (or items) of property:

See Schedule I attached hereto for a description of the types
(or items) of property covered by this financing statement.

See Schedule II attached hereto for additional
collateral addresses of Debtor.

**NOT SUBJECT TO RECORDATION TAX BECAUSE FINANCING STATEMENT
COVERS ONLY EXEMPT 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.

No. of additional Sheets presented: 12

Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland, UCC Records

9988/89-81300 526572

ADVANCED SLEEP PRODUCTS

THE FIRST NATIONAL BANK OF CHICAGO, as Agent

By:

Michael Nelson
Asst. Secy. Signature(s) of Debtor(s)

Kenneth G. Gillies
Kenneth G. Gillies, V.P.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

53.50

(1) FILING OFFICER COPY-ALPHABETICAL

SCHEDULE I

This Schedule I, consisting of a total of 4 pages, with an Attachment hereto, is attached to and forms part of that certain Financing Statement naming **Advanced Sleep Products** as Debtor, and naming as Secured Party **The First National Bank of Chicago, as agent** (the "Agent") for the various banks and other financial institutions (the "Banks") which are, or may from time to time become, parties to that certain \$495,000,000 Amended and Restated Secured Credit Agreement (Post-Merger Facilities), dated as of July 25, 1989 (as amended or modified and in effect from time to time), among The Ohio Mattress Company, The Ohio Mattress Holding Company, the Banks, Continental Bank N.A. and Caisse Nationale de Credit Agricole, as co-agents, and the Agent.

This Financing Statement covers the following types (or items) of property: all of the following property, wherever located and all of the Debtor's right, title and interest therein, thereunder and thereto, whether now owned or hereafter acquired or existing (the "Collateral"):

(a) all of the Debtor's inventory in all of its forms including

(i) all inventory, merchandise, goods and other personal property which are held for sale or lease by the Debtor, all raw materials, work in process, and finished goods with respect thereto, and all materials used or consumed in the manufacture or production thereof;

(ii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and

(iii) all goods which are returned to or repossessed by the Debtor;

together with, in each case, all accessions thereto and products thereof and documents therefor;

(b) all accounts, contract rights and general intangibles, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, including the following:

(i) all rights to payment under agreements with distributors, vendors and customers and all other rights and remedies of the Debtor therein;

(ii) all Patent Collateral;

(iii) all Trademark Collateral;

(iv) all rights and remedies now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights or general intangibles;

(v) all Temporary Cash Investments;

(vi) all Intercompany Notes originally made payable to the Debtor; and

(vii) all instruments, leases, security agreements, and other contracts evidencing any of the foregoing accounts, contract rights, or general intangibles;

(c) all proceeds of any and all of the foregoing Collateral which constitute property of the types described in the foregoing clauses (a) and (b).

The following terms when used in this Financing Statement shall have the following meanings (such meanings to be equally applicable to the singular and plural forms of such terms):

(a) "Patent Collateral" means all of the following property of the Debtor, and all right, title and interest of the Debtor therein, thereunder and thereto under United States Federal or state law, whether currently existing or hereafter arising or acquired:

(i) all United States letters patent and applications for letters patent, including, without limitation, each letter patent and letter patent application referred to in Item A ("Patents") of Attachment 1 hereto;

(ii) all patent licenses under United States letters patent, including, without limitation, each patent license referred to in Item B ("Patent Licenses") of Attachment 1 hereto;

(iii) all reissues, divisions, continuations, extensions, renewals, and continuations-in-part of any of the items described in the foregoing clauses (i) and (ii); and

(iv) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for

past, present, or future infringements of any letter patent or letter patent application under United States letters patent, including any Patent, and for any patent license, including any Patent License, and all rights corresponding throughout the world.

(b) "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(c) "Temporary Cash Investment" means any investment in (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than 6 months from the date of acquisition by the Debtor, (ii) time deposits or certificates of deposit of any Bank or any domestic or international commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 with maturities of not more than 6 months from the date of acquisition by the Debtor, (iii) repurchase obligations with a term of not more than 7 days for underlying securities of the types described in clause (i) above entered into with any Bank or any bank meeting the qualifications specified in clause (ii) above, (iv) commercial paper issued by the parent corporation of any Bank or any bank meeting the qualifications specified in clause (ii) above and commercial paper issued by any person rated at least A-1 or the equivalent thereof by Standard & Poor's Corporation or at least P-1 or the equivalent thereof by Moody's Investors Service, Inc. and in each case maturing not more than 6 months after the date of acquisition by the Debtor and (v) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (i) through (iv) above.

(d) "Trademark Collateral" means all of the following property of the Debtor, and all right, title and interest of the Debtor therein, thereunder and thereto under United States Federal or state law, whether currently existing or hereafter arising or acquired:

(i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like

nature, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including, without limitation, those referred to in Item C ("Trademarks") of Attachment 1 hereto;

(ii) all trademark licenses under United States trademarks, including, without limitation, each trademark license referred to in Item D ("Trademark Licenses") of Attachment 1 hereto;

(iii) all reissues, extensions, or renewals of any of the items described in the foregoing clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, the foregoing clauses (i), (ii), and (iii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any Trademark or Trademark License, or for any injury to the goodwill associated with any trademark, trademark registration, trademark license, or trade name.

Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the Uniform Commercial Code as in effect in the State of New York are used in this Financing Statement with such meanings.

ATTACHMENT 1

544 603

ADVANCED SLEEP PRODUCTS
(FORMERLY MONTEREY MANUFACTURING COMPANY)

ITEM A
(PATENTS)

<u>Patent No.</u>	<u>Title</u>	<u>Inventor</u>	<u>Issue Date</u>
4,475,257 (342,738)	Wave Motion Asborber for W-Bd. Mat.	Phillips, Raymond	10/09/84
4,517,691 (259,461)	Mt. Damping System for W-Bd. Mattr.	Phillips, Raymond	5/21/85
4,292,702 (59,250)	Surge Dampened Waterbed Mattress	Phillips, Raymond	10/06/81
4,296,510 (72,126)	Anti-Surge Flotation Mattress	Phillips, Raymond	10/27/81
4,006,501 (581,262)	Waterbed Mattress	Phillips, Raymond	2/08/77
4,079,473 (749,407)	Mattress W. Fluid	Phillips, Raymond	3/21/78
4,101,995 (748,707)	Waterbed Mattress	Phillips, Raymond	7/25/78
4,055,867 (623,445)	Mattress W. Internal Chamber	Phillips, Raymond	11/01/77
4,025,975 (636,695)	Waterbed Mattress	Phillips, Raymond	5/31/77
4,068,335 (724,335)	Waterbed Mattress W. Upper Chamber	Phillips, Raymond	1/17/78
4,097,717 (686,885)	Mattress W. Regulated Heating	Phillips, Raymond	6/27/78
4,090,908 (794,941)	Apparatus to Make Waterbed Mts.	Phillips, Raymond	5/23/78
4,078,960	Waterbed Mattress	Phillips, Raymond	3/14/78
4,538,311 (517,222)	Self Sealing Puncturable Arctic	Hall, Charles	9/03/85
4,386,638 (250,727)	Coupling for Waterbed Mattress	Hall, Charles	6/07/83

4,399,575 (250,733)	Waterbed Mattress w/Unattached	Hall, Charles	544 8/28/84
4,345,348 (95,214)	Waterbed Mattress w/Baffle	Hall, Charles	8/24/82
4,247,962 (949,963)	Waveless Waterbed Mattress	Hall, Charles	2/03/81
4,382,305 (134,628)	Self Sealing Waterbed Mattress	Hall, Charles	5/10/83
4,467,485 (250,888)	Waterbed Mattress w/Free Float	Hall, Charles	8/28/84
4,501,035 (421,369)	Self Sealing Waterbed Mattress	Hall, Charles	2/26/85
4,577,357 (474,545)	Self Seal Waterbed Mattress	Hall, Charles	3/25/86
4,392,872 (250,864)	Air Bleeder Valve for Waterbed	Hall, Charles	7/12/83
4,551,873 (397,795)	Waterbed Mattress w/Baffle	Hall, Charles	11/12/85
4,575,885 (613,979)	Horizontal Baffle Mattress	Hall, Charles	3/18/86
4,750,959 (808,994)	Met. For. Poly- ethylene Mattress	Hall, Charles	6/14/88
4,583,254 (591,013)	Low Tension Waterbed Mattress	Johanning, John	4/22/86
4,577,356 (364,534)	Waterbed Mattress w/ Baffle Chambers	Johanning, John	3/25/86

PENDING

S/N 810,081
S/N 031,890

12/17/85
3/30/87

Side Rails With Voids
Convolutd Fiber Mattress
Hemiapheriodal Baffle Reissau

PENDING
PENDING
PENDING

ATTACHMENT 1

ADVANCED SLEEP PRODUCTS
(FORMERLY MONTEREY MANUFACTURING COMPANY)

ITEM B - PATENT LICENSES

NONE DISCLOSED AS OF JULY 25, 1989

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073189

544 606

ATTACHMENT 1

ADVANCED SLEEP PRODUCTS
(FORMERLY MONTEREY MANUFACTURING COMPANY)

ITEM C - TRADEMARKS

<u>REGISTRATION OF TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>ISSUE DATE</u>
1,360,574	474,811	4/10/84	9/17/85
1,313,343	472,554	3/28/84	1/08/85
1,309,595	468,519	3/05/84	12/18/84
1,203,053	291,818	1/02/81	7/03/84
1,279,620	316,712	6/29/81	5/29/84
1,250,255	370,278	6/18/82	9/06/83
1,273,534	352,076	2/26/82	4/10/84
1,297,570	352,027	2/26/82	9/25/84
1,326,992	388,858	9/24/82	3/26/85
1,263,642	388,760	9/24/82	1/10/84
1,263,643	388,050	9/24/82	1/10/84
1,307,053	388,759	9/24/82	11/27/84
1,298,824	399,530	10/04/82	10/02/84
1,311,121	465,600	2/13/84	12/25/84
1,292,917	422,588	4/21/83	9/04/84
1,237,087	316,710	6/29/81	5/10/83
1,223,045	316,706	6/29/81	1/11/83
796,742	189,036	3/19/64	9/28/65
1,225,078	306,268	4/17/81	1/25/83
1,309,033	459,956	1/09/84	11/12/84
1,309,032	459,957	1/09/84	11/12/84
1,330,896	459,924	1/09/84	4/16/85
1,313,458	460,782	1/13/84	1/08/85
1,307,070	459,927	1/09/84	11/27/84
1,322,189	417,623	3/17/83	4/23/85
1,307,069	459,926	1/09/84	11/27/84
1,353,490	459,928	1/09/84	8/13/85
1,319,406	465,601	2/13/84	2/12/85
1,395,725	563,111	10/15/85	6/03/86
1,439,159	512,261	12/06/84	5/12/87
1,361,940	505,477	10/25/84	9/24/85
1,349,430	512,264	12/06/84	7/16/85
1,339,247	509,634	11/19/82	6/04/85
1,337,938	472,355	3/26/84	5/28/85
1,287,803	384,151	9/07/82	7/31/84
1,270,784	403,160	11/19/82	3/20/84
1,273,567	418,031	3/21/83	4/10/84
1,108,024	111,302	1/03/77	12/05/78
1,448,543	637,483	12/29/86	07/21/87
1,263,641	388,718	9/24/82	01/10/84
1,307,054	399,562	10/4/82	11/27/84
1,283,953			07/03/84
1,529,732	723,311	4/14/88	3/14/89

12/23/88

544-607

STATUS REPORT FOR ADVANCED SLEEP PRODUCTSAS OF December 23, 1988

DKT NO	MATTER/COUNTRY	TYPE	ISSUE NO.	ISSUE DATE	WHAT DUE	DUE DATE
4627	DISCOVERY CAL	74	72352	84/02/15	RENEWAL	94/02/15
4648	DISCOVERY (MASSACHUSETTS) MA.	74	25,133	84/05/04	RENEWAL	94/05/04
4649	DISCOVERY (GEORGIA) GA.	74	T-5105	84/05/18	RENEWAL	94/05/18
4650	DISCOVERY (OHIO) OHIO	74	10692	84/10/30	RENEWAL	94/04/30
4651	DISCOVERY (COLORADO) CO.	74	T26178	84/04/20	RENEWAL	94/04/20
4652	DISCOVERY (NEW MEXICO) N.M.	74	18,257	84/04/27	RENEWAL	94/04/27
4653	DISCOVERY (TEXAS) TEX.	74	43400	84/04/27	RENEWAL	94/04/27
4654	DISCOVERY (MISSOURI) MO.	74	8194	84/05/01	RENEWAL	94/05/01
4656	DISCOVERY (KANSAS) KAN.	74	NONE	84/05/29	RENEWAL	94/05/29
4663	DISCOVERY - (NEW YORK) N.Y.	74	R-22473	84/07/06	RENEWAL	94/07/06
4664	DISCOVERY - (NEW HAMPSHIRE) N.H.	74	69-107	84/07/23	RENEWAL	94/07/23
4665	DISCOVERY - (CONNECTICUT) CON.	74	6041	84/08/03	RENEWAL	94/08/03
4666	DISCOVERY - (WASHINGTON) WA.	74	15086	84/06/08	RENEWAL	94/06/08
4667	DISCOVERY - (LOUISIANA) LA.	74	BOOK # 42	84/08/03	RENEWAL	94/08/03
4670	SILHOUETTE TM - CALIFORNIA CAL	74	73492	84/06/18	RENEWAL	94/06/18
4680	TM APPLN. DISCOVERY - MAINE ME.	74	8500807T	84/10/11	RENEWAL	94/10/11
4685	TM APPLN. FOR DISCOVERY PA. PA.	74	8443536	84/06/27	RENEWAL	94/06/27
4686	TM APPLN. FOR DISCOVERY W.VA W.VA	74	NONE	84/07/09	RENEWAL	94/07/09
4687	TM APPLN. FOR DISCOVERY ALA. ALA.	74	102211	84/07/11	RENEWAL	94/07/11
4688	TM APPLN. FOR DISCOVERY S.C. S.C.	74	1936	84/07/30	RENEWAL	94/07/30
4689	TM APPLN. FOR DISCOVERY FLA. FLA.	74	T01507	84/07/10	RENEWAL	94/07/10
4692	TM APPLN. DISCOVERY IN KENTUCK KEN	74	05931	84/06/28	RENEWAL	94/06/28
4703	TM: DISCOVERY MD.	74	84-6228	84/10/08	RENEWAL	94/10/08
4878	CA TM - SAUSALITO CA	74	77,128	85/05/20	RENEWAL	95/05/20
4922	CA TRADEMARK - SILHOUETTE CA	74	77725	85/07/10	RENEWAL	90/07/10

544 608

Page No.
12/13/88

2

STATE TRADEMARKS

ISSUED

STATUS REPORT FOR ADVANCED SLEEP PRODUCTS

AS OF December 13, 1988

DKT NO	MATTER/COUNTRY	TYPE	ISSUE NO.	ISSUE DATE	WHAT DUE	DUE DATE
5016	LTM CA		74 79104	85/11/07	RENEWAL	95/11/07

Page No.
12/14/88

1

STATE TRADEMARKS

WAVECREST

ISSUED

STATUS REPORT FOR ADVANCED SLEEP PRODUCTS

AS OF December 14, 1988

DKT NO	MATTER/COUNTRY	TYPE	ISSUE NO.	ISSUE DATE	WHAT DUE	DUE DATE
5169	WAVECREST TM(CA) CA		74 55789	77/03/09	RENEWAL	96/09/09
5275	CAL TM-"WAVE DESIGN" CA		74 55,788	77/03/09	RENEWAL	97/03/09

ATTACHMENT 1

ADVANCED SLEEP PRODUCTS
(FORMERLY MONTEREY MANUFACTURING COMPANY)

ITEM D - TRADEMARK LICENSES

NONE DISCLOSED AS OF JULY 25, 1989

Schedule II
attached to and made a part of
Uniform Commercial Code ("UCC")
Financing Statement, Form UCC-1

544 609

Debtor: **Advanced Sleep Products**
23011 South Wilmington Avenue
Carson,
Los Angeles County,
California 90745
Taxpayer Identification Number: 95-3254262

Secured
Party: The First National Bank of Chicago,
as agent for certain parties
described on the foregoing Schedule I
One First National Plaza
Chicago, Illinois 60670

ADDITIONAL COLLATERAL ADDRESSES OF DEBTOR

CALIFORNIA

1005 East Artesia
Carson,
Los Angeles County,
California 90746

GEORGIA

5110 "A" Fulton Industrial Boulevard
Atlanta,
Fulton County,
Georgia 30336

ILLINOIS

14750 South Campbell
Posen,
Cook County,
Illinois 60469

08-13-89/DIR:SRA:36W/Sleepy11
Advanced Sleep Products UCC-1 Schedule II

MARYLAND

7522 Connelly Drive
Hanover,
Anne Arundel County,
Maryland 21076

544 ME610

MASSACHUSETTS

671 North Street
One Posturepedic Drive
Randolph,
Norfolk County,
Massachusetts 02368

MINNESOTA

8401 73rd Avenue North
Minneapolis,
Hennepin County,
Minnesota 55428

OHIO

1261 Industrial Parkway North
Brunswick,
Medina County,
Ohio 44212

TEXAS

2054 Forest Lane
Garland,
Dallas County,
Texas 75042

WASHINGTON

1067 Industry Drive
Tukwila,
King County,
Washington 98188

The Collateral, as described in the foregoing Schedule I, may be located at locations other than, or in addition to, the addresses set forth above.

08-13-89/DIR:SRA:36W/Sleepy11
Advanced Sleep Products UCC-1 Schedule II

**END
LIBER**