

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE  
FINANCING STATEMENTS**

H ERLE SCHAFER  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

**LIBER**

**545**



2784 93

545 01

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) Sealy of Maryland and Virginia, Inc. 3901 Washington Boulevard Baltimore, Maryland 21227 TIN: 52-1192669	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	3. Maturity date (if any):  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.  <b>NOT SUBJECT TO RECORDATION TAX BECAUSE FINANCING STATEMENT          COVERS ONLY EXEMPT COLLATERAL.</b>		5. Assignee(s) of Secured Party and Address(es)  09588 S26626/09988 JFA

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: 7

Filed with: Clerk of the Circuit Court of Anne Arundel County, Maryland, UCC Records

SEALY OF MARYLAND AND VIRGINIA, INC.  
 By: Michael S. Nelson, Asst. Secty.  
Signature(s) of Debtor(s)

THE FIRST NATIONAL BANK OF CHICAGO, as Agent  
 By: Kenneth G. Wilkes  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(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 **Sealy of Maryland and Virginia, Inc.** 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

08/04/89/CFY/38W/OHMAT-18MD

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.

SEALY OF MARYLAND AND VIRGINIA, INC.

ITEM A  
(PATENTS)

<u>Patent No.</u>	<u>Title</u>	<u>Inventor</u>	<u>Issue Date</u>
4,451,133	Sofa Bed	Reiss, B; Ward, I.E.	09/07/85
4,584,727	Sofa Bed Spring and Improvements	Reiss, B. Ward, I.E.	04/29/86

ITEM B  
(PATENT LICENSES)

NONE DISCLOSED AS OF JULY 25, 1989

ITEM C  
(TRADEMARKS)

NONE DISCLOSED AS OF JULY 25, 1989

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

Debtor: **Sealy of Maryland and Virginia, Inc.**  
3901 Washington Boulevard  
Baltimore,  
Baltimore County,  
Maryland 21227  
Taxpayer Identification Number: 52-1192669

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

DELAWARE

c/o Janosik's (Johnny Janosik, Inc.)  
Route 13 South  
Laurel,  
Sussex County,  
Delaware 19956

MARYLAND

c/o Mr. Mattress Co.  
Forest Plaza Center  
85 Forest Plaza Drive  
Annapolis,  
Anne Arundel County,  
Maryland 21401

c/o Mr. Mattress Co.  
Arnold Station  
1460 Governor Ritchie Highway  
Arnold,  
Anne Arundel County,  
Maryland 21012

08-15-89/DIR:SRA:36W/Sleepy27  
Sealy of Maryland and Virginia, Inc. UCC-1 Schedule II

MARYLAND (cont.)

c/o Mr. Mattress Co.  
Beltway Crossing Shopping Center  
6320 Ritchie Highway  
Glen Burnie,  
Anne Arundel County,  
Maryland 21061

c/o Mr. Mattress Co.  
Jumpers Junction Shopping Center  
8116 Ritchie Highway  
Pasadena,  
Anne Arundel County,  
Maryland 21122

c/o Mr. Mattress Co.  
714 York Road  
Baltimore,  
Baltimore County,  
Maryland 21204

c/o Mr. Mattress Co.  
1772 Sulphur Spring Road  
Baltimore,  
Baltimore County,  
Maryland 21227

c/o Mr. Mattress Company  
West Park Shopping Center  
6400 Baltimore National Pike  
Baltimore,  
Baltimore County,  
Maryland 21228

c/o Mr. Mattress Co.  
Golden Ring  
8649 Philadelphia Road  
Baltimore,  
Baltimore County,  
Maryland 21237

c/o Mr. Mattress Co.  
11718 Reisterstown Road  
Reisterstown,  
Baltimore County,  
Maryland 21136

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.

08-15-89/DIR:SRA:36W/Sleepy27  
Sealy of Maryland and Virginia, Inc. UCC-1 Schedule II

545 PAGE 08

278201

545 WME 09

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: <u>2</u>
1. Debtor(s) (Last Name First) and address(es) Wang Laboratories, Inc. One Industrial Avenue Lowell, MA 01851	2. Secured Party(ies) and address(es) The First National Bank of Boston, as Collateral Trustee 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property:  
See Exhibit A attached hereto and made a part hereof

RECORDED  
INDEXED  
MAY 14 1983  
CK

Filed with: Clerk of the Circuit Court of Ann Arundel County, Maryland

Recordation tax paid to Maryland State Department of Assessment and Taxation  
Proceeds and

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Wang Laboratories, Inc. By: <u>[Signature]</u> V.P. Signature(s) of Debtor (Or Assignor) Title	The First National Bank of Boston, as Collateral Trustee By: <u>[Signature]</u> <u>[Signature]</u> Signature(s) of Secured Party (Or Assignee) Title
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Exhibit A to Financing Statement

Debtor: Wang Laboratories, Inc.

Secured

Party: The First National Bank of Boston, as Collateral  
Trustee (the "Trustee")

Collateral Description

The collateral covered by the financing statement includes each of and all of the properties, assets, rights and interests identified or described as follows:

(i) all of the Debtor's equipment, systems, machinery, tangible personal property of every kind or nature (the "Equipment") that is subject to a lease or agreement for the use or sale of such Equipment and all components thereof and spare parts therefor, contracts for the sale, lease, rental, or other use or transfer of any of the Equipment and current and future rights to payment in respect thereof, and all additions, accessions, accessories, and improvements thereto and replacements and substitutes therefor;

(ii) all leases and agreements, and all rights and interests therein or thereto, for the use, maintenance, lease, rental or sale of Equipment and all accounts, amounts, rentals and other sums of money due or to become due, whether or not earned by performance, under such leases and agreements, and under all renewals, extensions and amendments thereof, in each and every case whether now or hereinafter in effect;

(iii) all accounts receivable arising from any source whatsoever, including, without limitation, from the sale of Equipment and inventory, and all notes receivable, chattel paper, third-party claims, executory and other contract rights, instruments, deposit accounts, and accounts;

(iv) all bank accounts set up for collection of account receivables and lease receivables of the Debtor;

(v) all spare parts, including any such property held for sale, lease or for use in servicing the Equipment;

-2-

(vi) all furniture, furnishings, and all other similar or comparable tangible personal property, which is not inventory held by the Debtor for sale or lease, including tools, parts and supplies of every kind and description, and all additions, accessions, accessories, and improvements thereto, and replacements and substitutions therefor;

(vii) all goods, equipment, machinery, supplies, and raw material not held by the Debtor for lease or sale; and

(viii) all general intangibles of every kind whatsoever and all files, books, documents, records and other writings, including, without limitation, all records and books of account, and all stock ledgers, and also including, without limitation, all computer programs and tapes and all electronic data processing software and all other computer software, all source codes, and all information of every description recorded or contained or stored in any of the foregoing, all rights of access to computer service bureaus, all service bureau service contracts, all computer data and all concepts and ideas on which said data is based, all developmental ideas and concepts, all papers, drawings, blueprints, sketches and documents relating to any of the foregoing and/or relating to the operation of the Debtor's business and/or the collateral, all databases, and supplier lists, any and all customer lists, vendor and supplier lists and information, all trade secrets, patents, trademarks, tradenames, service marks, copyrights, and all applications for and licenses, rights and interests to or under or in respect of any patents, trademarks or copyrights, and agreements of any kind or nature pursuant to which others possess, use or have authority to possess or use such intellectual property,

in each and every case whether now owned or hereafter acquired by the Debtor and howsoever its interests may arise or appear.

278235

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 <u>2</u>
1. Debtor(s) (Last Name First) and address(es) Wang Credit Corporation One Industrial Avenue Lowell, MA 01851	2. Secured Party(ies) and address(es) The First National Bank of Boston, as Collateral Trustee 100 Federal Street Boston, MA 02110	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property:  
See Exhibit A attached hereto and made a part hereof

RECORDED  
INDEXED  
MAY 13 1987  
CK

Filed with: Clerk of the Circuit Court of Ann Arundel County, Maryland

Recordation tax paid to Maryland State Department of Assessment and Taxation

Proceeds and  
 Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	Wang Credit Corporation	The First National Bank of Boston, as Collateral Trustee
	By: <u>[Signature]</u> Asst. Treas Signature(s) of Debtor (Or Assignor) Title	By: <u>[Signature]</u> V.P. Signature(s) of Secured Party (Or Assignee) Title

13.00

Exhibit A to Financing Statement

Debtor: Wang Credit Corporation

Secured

Party: The First National Bank of Boston, as Collateral Trustee (the "Trustee")

Collateral Description

The collateral covered by the financing statement includes each of and all of the properties, assets, rights and interests identified or described as follows:

(i) all of the Debtor's equipment, systems, machinery, tangible personal property of every kind or nature (the "Equipment") that is subject to a lease or agreement for the use or sale of such Equipment and all components thereof and spare parts therefor, contracts for the sale, lease, rental, or other use or transfer of any of the Equipment and current and future rights to payment in respect thereof, and all additions, accessions, accessories, and improvements thereto and replacements and substitutes therefor;

(ii) all leases and agreements, and all rights and interests therein or thereto, for the use, maintenance, lease, rental or sale of Equipment and all accounts, amounts, rentals and other sums of money due or to become due, whether or not earned by performance, under such leases and agreements, and under all renewals, extensions and amendments thereof, in each and every case whether now or hereinafter in effect;

(iii) all accounts receivable arising from any source whatsoever, including, without limitation, from the sale of Equipment and inventory, and all notes receivable, chattel paper, third-party claims, executory and other contract rights, instruments, deposit accounts, and accounts;

(iv) all bank accounts set up for collection of account receivables and lease receivables of the Debtor;

(v) all spare parts, including any such property held for sale, lease or for use in servicing the Equipment;

(vi) all furniture, furnishings, and all other similar or comparable tangible personal property, which is not inventory held by the Debtor for sale or lease, including tools, parts and supplies of every kind and description, and all additions, accessions, accessories, and improvements thereto, and replacements and substitutions therefor;

(vii) all goods, equipment, machinery, supplies, and raw material not held by the Debtor for lease or sale; and

(viii) all general intangibles of every kind whatsoever and all files, books, documents, records and other writings, including, without limitation, all records and books of account, and all stock ledgers, and also including, without limitation, all computer programs and tapes and all electronic data processing software and all other computer software, all source codes, and all information of every description recorded or contained or stored in any of the foregoing, all rights of access to computer service bureaus, all service bureau service contracts, all computer data and all concepts and ideas on which said data is based, all developmental ideas and concepts, all papers, drawings, blueprints, sketches and documents relating to any of the foregoing and/or relating to the operation of the Debtor's business and/or the collateral, all databases, and supplier lists, any and all customer lists, vendor and supplier lists and information, all trade secrets, patents, trademarks, tradenames, service marks, copyrights, and all applications for and licenses, rights and interests to or under or in respect of any patents, trademarks or copyrights, and agreements of any kind or nature pursuant to which others possess, use or have authority to possess or use such intellectual property,

in each and every case whether now owned or hereafter acquired by the Debtor and howsoever its interests may arise or appear.



545 16

278237

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Cherry Hill Construction, Inc. P.O. Box 356 Jessup, MD 20794 M-35360-1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	CK 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). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es)	

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

One (1) New Caterpillar Model #815B Compactor S/N 17Z01099

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Cherry Hill Construction, Inc.  (By) <u>Joseph Smith - V.P.</u> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc.  (By) <u>[Signature]</u> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
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(1) Filing Officer Copy - Numerical

1150

UCC-1

FORM 545 FEB 17

278298

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)  
Reliable Contracting Co Inc  
1 Churchview Road  
Millersville MD 21108

M-34237

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co Inc  
P.O. Box 9595  
Baltimore MD 21237

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown  
On Real Property Described in Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

CK

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

- (1) One Used Caterpillar TrackType Tractor Model D6D S/N:4X6740

NOT SUBJECT TO RECORDATION TAX

MD

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

~~Reliable Contracting Co Inc~~  
John T. Baldwin-V.P.  
(By) *John T. Baldwin V.P.*  
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)

(1) Filing Officer Copy - Numerical

11/50

UCC-1

278239

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheers Presented
(1) Debtor(s) (Last Name First) and Address(es) Williams Construction Co Inc X 8660 Pulaski Hwy Baltimore MD 21237 Machine located in Annapolis MD	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237 M-34256	For Filing Officer CK
(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 Dump Truck Model D25C S/N:25DB6724

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

MD

(6) Signatures: Debtor(s) Williams Construction Co Inc  Raymond Turner - Sec (By) <i>Raymond Turner - Secretary</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co Inc (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
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(1) Filing Officer Copy - Numerical

UCC-1

545 19

278300

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) The Wexford Construction Corp P.O. Box 29 Pasadena MD 21122 M-35371	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co Inc P.O. Box 9595 Baltimore M D 21237	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) New Caterpillar Excavator Model EL200B S/n: 7DF00408

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

MD

(6) Signatures: Debtor(s) Secured Party(ies) [or Assignees]  
 The Wexford Construction Corp Alban Tractor Co Inc  
 (By) John E. Bee III - President (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:  
 (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

UCC-1

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 526 FOLIO 16 ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name Science Applications International Corporation

Address 1710 Goodridge Drive, McLean, VA 22102

DJ

2. SECURED PARTY

Name First Minnesota Savings Bank, F.S.B.

Address 77 South 7th Street, Minneapolis, MN 55402

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Dated \_\_\_\_\_

15 20

*[Handwritten Signature]*  
(Signature of Secured Party)

First Minnesota Savings Bank, F.S.B.  
Type or Print Above Name on Above Line

446-20

**PARTIES**

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

PHELPS JR. RONALD G.  
490 PATUXENT RD LOT 4  
ODENTON MD 21113

1

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

PHELPS CATHERINE J.  
490 PATUXENT RD LOT 4  
ODENTON MD 21113

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:

GREEN TREE ACCEPTANCE, INC.  
P.O. BOX 4488  
WOODBRIDGE, VA 22192-4488

2

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

3062 PS BUSINESS CENTER  
WOODBRIDGE, 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):

GREEN TREE ACCEPTANCE, INC.

*Diana S. Rubenstein, 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)

278301

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

545 FEB 21

CK

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:

1987 LIBERTY 14 3 80  
SERIAL # 59081 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREON AND THEREON 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 444.1113 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 as: 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):

PHELPS JR. RONALD G.

1

PHELPS CATHERINE J.

1a

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER  
WOODBRIDGE, VA 22192

12

545 MAR 22

278302

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)  
RONALD F. HARDISTY  
MARION O. HARDISTY  
85 PAULA ST.  
LANREL, MD. 20707

2 Secured Party(ies) and address(es)  
E.W. WEATHERGUARD CORP.  
9051 Antzville Dr.  
College Park, Md. 20740

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

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

8 vinyl replacement windows

Not Subject To Recordation Tax

THIS IS A CONDITIONAL SALES CONTRACT

5 Assignee(s) of Secured Party and Address(es)  
SECURITY PACIFIC  
6525 Belcrest Rd., #120  
Hyattsville, Md. 20782

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 Marion O. Hardisty  
Marion O. Hardisty  
Ronald F. Hardisty  
Signature(s) of Debtor(s)  
Ronald F. Hardisty

By Weather Guard Corp  
[Signature]  
Signature(s) of Secured Party(ies)

C16391640

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: Frank A. Serio & Sons, Inc.  
(Name or Names)  
8441 Dorsey Run Road Jessup, Maryland 20794  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Signet Leasing And Financial Corporation  
(Name or Names)  
P.O. Box 2373 Baltimore, Maryland 21203  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

Four (4)  
New Toyota Propane Powered Fork Lift Trucks  
Model # 5FGC20  
Serial Numbers 12560, 12602, 12611, 12157

CK

*EXEMPT FROM RECORDATION TAX PURSUANT  
TO SECTION 12-104 (1c) 4*

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

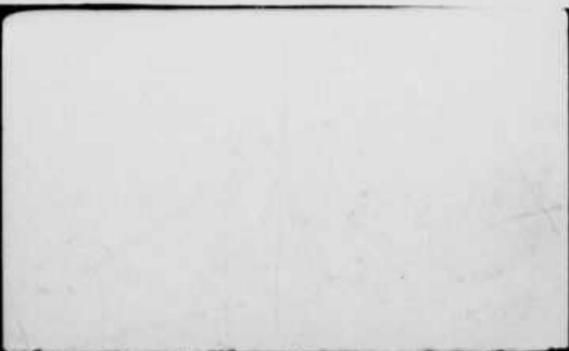
- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Frank A. Serio & Sons, Inc.  
By: *Frank A. Serio* President  
Frank A. Serio  
(Type or print name of person signing)

SECURED PARTY:  
Signet Leasing And Financial Corporation  
By: *Stanley H. Jacob* CFD  
STANLEY H. JACOB  
(Type or print name of person signing)

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

Return To: \_\_\_\_\_  
\_\_\_\_\_



**PARTIES**

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

LAWRENCE SEAN E.  
CRESTWOOD MHP LOT 59  
SEVERN MD 21144 1

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

LAWRENCE LISA A.  
CRESTWOOD MHP LOT 59  
SEVERN MD 21144 1a

**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:

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.  
*[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) **Date, Time, Filing Office** (stamped by filing officer)

278301

545 FEB 24 CK 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 County

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 YOUNG AMERICAN F&R 14 X 70  
SERIAL # YPA95104 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(XI) 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):** *Lawrence, Sean E.*

LAWRENCE SEAN E. *[Signature]*

LAWRENCE LISA A. *Lawrence, Lisa A.* 11

**RETURN RECEIPT TO:**

GREEN TREE ACCEPTANCE, INC.  
3062 PS BUSINESS CENTER  
WOODBIDGE, VA 22192 12

545 APR 25 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

278005

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 KENNETH B. UNDERWOOD Kenneth B.  
Address 119 Inglewood Drive GLENN BURNIE MD  
21061

2. SECURED PARTY

Name M.M. WEAVER & SONS  
Address 169 N. Crossdale Rd  
Leola Pa 17540 CK  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1H Tractor S.N. 10928  
1H loader S.N. K53258  
Woods Mower S.N. 1756

Name and address of Assignee  
Agricredit Acceptance Corporation  
P.O. Box 10357  
Des Moines, Iowa 50306-0357

CHECK  THE LINES WHICH APPLY <sup>ANNEX 1</sup> <sub>53-37019</sub>

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

KENNETH B. UNDERWOOD  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

M.M. Weaver & Sons  
Ervin N. Weaver  
(Signature of Secured Party)

ERVIN N. WEAVER  
Type or Print Above Signature on Above Line

11

545 me 26

FINANCING STATEMENT

278396

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Gail E. Baldwin  
Dewayne E. Baldwin

Lot 230, Lyons Creek Mobile Estates  
Lothian, Maryland 20711

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201  
Towson, Maryland 21204

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

NEW 1990 Imperial Homes Corp. "Regal" 1460 & 32" mobile home  
Blue, Serial # IH903107

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

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

Debtor

Gail E. Baldwin  
Dewayne E. Baldwin

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.

12/5

545 MAY 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) Care-Free Industries, Inc. 717 F Hammonds Ferry Road Linthicum Heights, Md. 21090	2. Secured Party(ies) and address(es) Chesapeake Industrial Leasing Co., Inc. 8767 Satyr Hill Road Baltimore, Maryland 21234 <u>35439012</u>	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) <i>JS</i>
4. This statement refers to original Financing Statement bearing File No. <u>2733296</u> Filed with <u>Anne Arundel Co.</u> Book <u>528</u> Date Filed <u>June 15</u> 19 <u>88</u> Page <u>306</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.		

Fleet Credit Corporation  
1775 Broadway 16th Floor  
New York, New York 10019

Not Subject To Recordation Tax.

*#560204*

No. of additional Sheets presented:

Chesapeake Industrial Leasing Co., Inc.

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

By: *Duan G Connolly*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM UCC-3

545 PUE 28

278307

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

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) GULBRANSEN, INC.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 88-0208969	
1B. MAILING ADDRESS 3132 Jefferson Street		1C. CITY, STATE San Diego, CA	1D. ZIP CODE 92110
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: WELLS FARGO BANK, N.A. MAILING ADDRESS: 101 W. Broadway, Suite 300 CITY: San Diego STATE: CA		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO. 16-24/2694	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME: MAILING ADDRESS: CITY: STATE: ZIP CODE:		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

All accounts, chattel paper, instruments, documents, general intangibles and other rights to payment of every kind now or at any time hereafter arising out of the business of the Debtor, and all interest of the Debtor in any goods, the sale or lease of which shall have given or shall give rise to any of the foregoing, and all goods returned by Debtor's customers, and all proceeds of any of the foregoing, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to any of the foregoing.

CK

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
--	--	---

8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)
--	---

9. SIGNATURE(S) OF DEBTOR(S) GULBRANSEN, INC. by <i>Michael</i> , PRESIDENT	DATE: July 15, 1989	C O D E  1 2 3 4 5 6 7 8 9 0	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
TYPE OR PRINT NAME(S) OF DEBTOR(S) GULBRANSEN, INC.			
SIGNATURE(S) OF SECURED PARTY(IES) <i>Kimberly D. Kramer VP</i>			
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES) WELLS FARGO BANK, N.A.			
11. Return copy to:			
NAME: _____			
ADDRESS: Wells Fargo Bank			
CITY: 101 W. Broadway, #300			
STATE: San Diego, CA 92101			
ZIP CODE: Ann Arundel County, MD			

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

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) ORGAN EXCHANGE, INC.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 95-2913583
1B. MAILING ADDRESS 3132 Jefferson Street		1C. CITY, STATE San Diego, CA
		1D. ZIP CODE 92110
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: WELLS FARGO BANK, N.A. MAILING ADDRESS: 101 W. Broadway, Suite 300 CITY: San Diego STATE: CA		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO. 16-24/2594
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME: MAILING ADDRESS: CITY: STATE: ZIP CODE:		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

All accounts, chattel paper, instruments, documents, general intangibles and other rights to payment of every kind now or at any time hereafter arising out of the business of the Debtor, and all interest of the Debtor in any goods, the sale or lease of which shall have given or shall give rise to any of the foregoing, and all goods returned by Debtor's customers, and all proceeds of any of the foregoing, including without limitation, all rights to payment with respect to any insurance, including returned premiums, or any cause of action relating to any of the foregoing.

CK

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(G) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
--	--	---

8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)
--	---

9. ORGAN EXCHANGE INC by <i>[Signature]</i> , TREASURER SIGNATURE(S) OF DEBTOR(S)	DATE: July 15, 1989	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
---	------------------------	---

ORGAN EXCHANGE, INC. TYPE OR PRINT NAME(S) OF DEBTOR(S)	C O D E  1 2 3 4 5 6 7 8 9 0
--	--

<i>[Signature]</i> SIGNATURE(S) OF SECURED PARTY (IES)	C O D E  1 2 3 4 5 6 7 8 9 0
---	--

WELLS FARGO BANK, N.A. TYPE OR PRINT NAME(S) OF SECURED PARTY (IES)	C O D E  1 2 3 4 5 6 7 8 9 0
--	--

11. Return copy to:	
NAME <input type="checkbox"/> Wells Fargo Bank	C O D E  1 2 3 4 5 6 7 8 9 0
ADDRESS 101 W. Broadway, #300	
CITY San Diego, CA 92101	
STATE	
ZIP CODE <input type="checkbox"/> Ann Arundel County, MD	

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

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

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

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

1. DEBTOR

Name Barbara S. Martin  
Address 8380 Hilda Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 110 South Paca Street, Baltimore, Maryland 21201 **CK**

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

The herein described property and all additions, <sup>Name and address of Assignee</sup> attachments, replacement parts, substitutions, trade-ins, and 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 International Model 3800 school bus S/N 1HVLP CFM5KH666354 with 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)

**Barbara S. Martin**  
X Barbara S Martin  
(Signature of Debtor)

Barbara S. Martin  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

**First Maryland Leasecorp**

W. R. Brown Asst V.P.  
(Signature of Secured Party)

**William R. Brown, Asst. V.P.**  
Type or Print Above Signature on Above Line

1150

545 FEB 31  
STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

A.A. Co. \$11.50 *cm 10*  
Identifying File No. 278310

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

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

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

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

1. DEBTOR

Name Hubers II, Inc.

Address B&A Blvd. & Bremer Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 South Paca Street, Baltimore, Maryland 21201 *CK*

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and 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.

Four (4) new 1989 Intl. Model 1853 school buses S/N's - 1HVLPCFM6KH666623, 1HVLPCFM9KH654983, 1HVLPCFMOKH666620, 1HVLPCFM2KH666621 with 66 passenger Thomas school bus bodies.  
One (1) used 1975 MCI Model MC8 motor coach S/N 11213.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers II, Inc.

John Edward Hubers  
(Signature of Debtor)

John Edward Hubers, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

W.R. Brown - Asst V.P.  
(Signature of Secured Party)

W.R. Brown, Assistant V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1150

545 PAGE 32  
FINANCING STATEMENT FORM UCC-1

STATE OF MARYLAND

A.A. Co. \$11.50

Identifying File No. 278311

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

If transaction or transactions wholly or partially subject to 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 Huber's Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, Maryland 21061

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.

3. Maturity date of obligation (if any) \_\_\_\_\_

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

The herein described property and all additions, attachments, 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 International Model 1853 school bus S/N 1HVLPCFM7KH654982 with 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)

Huber's Bus Service, Inc.

(Signature of Debtor)

William J. Hubers, President

Type or Print Above Name on Above Line

William J. Hubers Pres  
(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

W.R. Brown, Assistant V.P.

Type or Print Above Signature on Above Line

1150

Anne Arundel County

STATE OF MARYLAND

AA Co. 011.50 cmdb

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270312

545 33 ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 8/11/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PEDCO, Inc.

Address 8439 Elvaton Road, Millersville, Maryland 21108

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.

3. Maturity date of obligation (if any)

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

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and and improvements thereto, and all existing and future accounts, contract rights, general intantgibles, 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 International Model 3800 school bus S/N 1HVBBFCFN8LH209848 with 66 passenger Thomas schol bus body with diesel engine and automatic transmission.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PEDCO, Inc.

(Signature of Debtor)

Perry A. Dillon, President/Treasurer

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

William R. Brown, Asst. V.P.

Type or Print Above Signature on Above Line

11-50

Anne ARUNDEL

12-C

545 USE 34

278313

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 New World Corporation  
Address 1006 Thomas Rd. 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)

Carpet Cleaning Equipment

NOT SUBJECT TO RECORDATION TAX  
SECURED PARTY IS THE SELLER

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas L. Starcher  
(Signature of Debtor)

Thomas L. Starcher Owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

1250  
Type or Print Above Signature on Above Line

J Banks  
(Signature of Secured Party)

(Signature of Secured Party)

T. BANKS  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

545 35

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 272138

RECORDED IN LIBER 524 FOLIO 463 ON 3/23/88 (DATE)

1. DEBTOR

Name Doepkins, Bernard A. Jr.

Address 3800 Hardesty Rd., Harwood, MD. 20776

DJ

2. SECURED PARTY

Name Agricredit Acceptance Corporation

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

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

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

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

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

Termination

40-19005-8803336

Anne Arundel County

Agricredit Acceptance Corporation

Dated 8/10/89

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

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

1035

STATE OF MARYLAND

278014

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-  
doe 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 LEONARD COLLINSON & MOORE INC

Address 1641 RT 3 N, SUITES 207-208 CROFTON MD 21114

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)

RECORD FEE 11.00  
POSTAGE .50  
#486660 0777 R03 T14:53  
08/17/89

1 NEW DRESSER CRAWLER DOZER MN# TD-8G SN# 5150 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)

ASSIGNEE  
DRESSER CREDIT CORPORATION  
3201 NORTH WOLF ROAD  
FRANKLIN PARK, IL 60131

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

(Signature of Debtor)

LEONARD COLLINSON & MOORE INC

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] ~~SECRETARY~~ CHRM.  
(Signature of Secured Party) *AKB*

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated 8/14/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.E. Michel Company, Inc.

Address One R.E. Michel Dr., Glen Burnie, MD 21061

RECORD FEE 11.00

POSTAGE .50

2. SECURED PARTY

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway

#436670 0777 003 714:54

08/17/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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)

- 1 (one) Yale forklift model GLC050RDNUAE083 w/sideshifter S/N 475050
- 2 (two) Yale forklifts model GLC030CDNUAE083 w/sideshifter S/N's 475897, 475992
- 4 (four) Yale forklifts model GLC030CDNUAE083 w/sideshifter S/N's 476990, 476991, 476992, 476993 Also included, but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R.E. Michel Company, Inc.

X [Signature]  
(Signature of Debtor)

X Ronald D Miller  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TransFinancial Leasing Corp.

X [Signature]  
(Signature of Secured Party)

Steven B. Morgan  
Type or Print Above Name on Above Line

Filed in Anne Arundel County.

545 38 278316

File in the county of Anne Arundel

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

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) John Wagner Associates, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 94-1646094	
1B. MAILING ADDRESS 550 N. Crain Hwy #14		1C. CITY, STATE Glen Burnie, Md.	1D. ZIP CODE 21061
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) Impact East		3A. FEDERAL TAX NUMBER 94-1646094	
4. SECURED PARTY NAME THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION MAILING ADDRESS 100 Pringle Avenue, Suite 700 CITY Walnut Creek STATE California ZIP CODE 94596		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO. 11-1 1210	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).  
All inventory, raw materials, work in process, and materials used or consumed in Debtor's business whether now owned or hereafter acquired, no matter where located or in whose possession.

RECORD FEE 11.00  
POSTAGE .50  
#36120 0777 R03 114:58  
08/17/89  
CK H. ERLE SCHAFER  
CLERK OF DISTRICT COURT

7. CHECK IF APPLICABLE  7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED  7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM:  (1)  (2)  (3)  (4)

8. CHECK IF APPLICABLE  DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (a)

9. SIGNATURE(S) OF DEBTOR(S) *John Edman*, Chief Financial Officer DATE: 6/22/89

John Wagner Associates, Inc. 1

SIGNATURE(S) OF SECURED PARTY(IES) *Robert B. Lee*, Vice President 3

The Bank of California, N.A. 4

11. Return copy to:  
NAME ADDRESS CITY STATE ZIP CODE  
McCord Company  
Public Record Services  
A Subsidiary of Commerce Clearing House, Inc.  
1915 "I" Street • Sacramento, CA 95814  
(800) 822-6568 • (916) 441-6568

545 39

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. 70241

RECORDED IN LIBER 476 FOLIO 70 ON 9/25/84- Circuit Court (DATE)

1. DEBTOR

Name Philip G. DeLongchamps  
Address 1327 Shore Drive, Edgewater, MD 21037

2. SECURED PARTY

Name Key Capital Corp.  
Address 57 River Street, Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>RECORDED FEE \$1.00 POSTAGE .50 TOTAL \$1.50 SEP 25 1984 CIRCUIT COURT H. EDLE CLERK H. EDLE CLERK</p>	
	<p>RECORDED FEE \$1.00 POSTAGE .50 TOTAL \$1.50 SEP 25 1984 CIRCUIT COURT H. EDLE CLERK H. EDLE CLERK</p>	

Dated 8/11/87

Key Capital Corp.  
(Signature of Secured Party)  
Marvann Cannistraci, A.V.P.  
Type or Print Above Name on Above Line

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

INDEMNITY FINANCING STATEMENT

1. Owner:  
63 REAL ESTATE ASSOCIATES  
a Maryland General Partnership

Address:  
c/o Mr. John W. Steffey, Sr.  
540 Baltimore-Annapolis Blvd.  
Severna Park, Maryland 21146

2. Secured Party:  
SECOND NATIONAL FEDERAL  
SAVINGS BANK

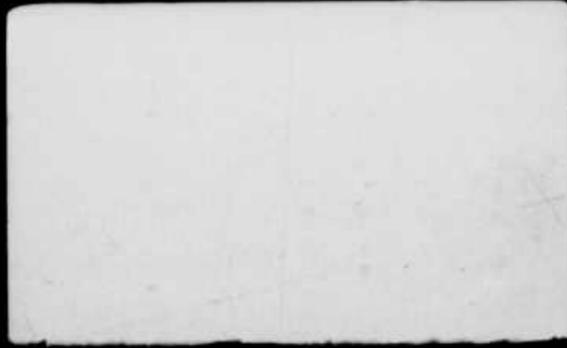
Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Owner 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 Owner 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 Owner.

(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 Owner 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 Owner now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the

12000



fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Owner 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.

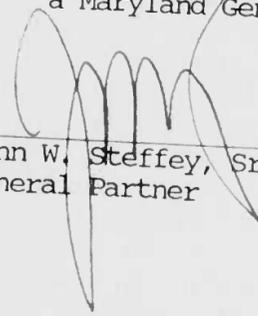
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Indemnity Second Deed of Trust in the amount of \$150,000.00 executed even date herewith between the Secured Party and the Owner 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.

Owner: 63 REAL ESTATE ASSOCIATES  
a Maryland General Partnership

BY:  (SEAL)  
John W. Steffey, Sr.  
General Partner

Dated: 8/10/89

S43204ms.fin



## SCHEDULE "A"

BEGINNING for the same at a point on the south side of West Street, as now established 70 feet wide, 10 feet south of the existing curb line; said point being where said new right-of-way line intersects the west face of the wall of the building on the herein described lot known as No. 63 West Street and being South 01 degree 37' 11" West 4.20 feet along and from the beginning of the first line of the conveyance from John Kallis, et al., in the Annapolis Urban Renewal Authority, by deed dated the 8th day of December, 1972, and recorded among the Land Records of Anne Arundel County, in Liber 2548, page 407, and running from said beginning point so fixed and with the south side of West Street, as now established, passing through the building known as 63 West Street, that portion of the building lying north of the next mentioned line, having a perpetual easement over the land occupied by the building until the said building is removed, the area then becoming public right-of-way, North 73 degrees 40' 02" East 12.86 feet to intersect the north face of the building of No. 63 West Street; thence with face of said building, South 87 degrees 15' 52" East 21.92 feet to the new side of Cathedral Street, as now established 40 feet wide; thence again running through the building known as 63 West Street and with the new side of Cathedral Street, that portion of the building lying northeast of the next mentioned line to have a perpetual easement over the land occupied by the building until said building is removed, the area will then become public right-of-way, South 49 degrees 05' 31" East 37.69 feet to a pipe set in the North 48 degrees 29' 50" East 31.5 foot line of the above-mentioned conveyance; said point being South 43 degrees 58' 28" West 1.82 feet along said line from its beginning; said point also being in the North 46 degrees 30' East 31.5 foot line of the conveyance from Louis M. Strauss, Trustee, to Rosalee Snyder Leace and Irene Snyder Walder, by deed dated August 18, 1951, and recorded in Liber J.H.H. 638, folio 489; said conveyance being known as Number 125 Cathedral Street; thence with the lines of said conveyance along the lines of the first-mentioned conveyance to Annapolis Urban Renewal Authority, reversely, South 43 degrees 58' 28" West 29.4 feet to a bend that was in the former wall of the building known as Number 63 West Street; thence with the line of said former wall of said building and its southerly extension South 15 degrees 59' 10" West 109.65 feet to a pipe at the end of the North 88 degree 34' 46" East 13.73 foot line of a 0.535 acre description, dated December 6, 1974, and revised July 12, 1976, of a piece of property to be conveyed to the City of Annapolis by the Annapolis Urban Renewal Authority; thence with said line reversely, South 88 degrees 34' 46" West 13.73 feet to a pipe set in the South 06 degrees 32' 30" West 165.5 foot line of the first mentioned conveyance to the Annapolis Urban Renewal Authority; said point being at the end of the North 88° 34' 46" East 24.69 foot line of the conveyance from Richard Clark Lane and Geraldine C. Harder to the Annapolis Urban Renewal Authority by Deed dated the 23rd day of October 1973, and recorded in Liber 2635, page 555; thence leaving said conveyance to the Annapolis Urban

Renewal Authority and running with the above-mentioned South 06 degrees 32' 30" West 165.5 foot line, reversely, North 02 degrees 21' 31" East 50.62 feet to the southwesternmost corner of the building known as Number 63 West Street; thence with the west face of the wall of Number 63 West Street and the east line of No. 65 West Street and with the lines of said conveyance to the Annapolis Urban Renewal Authority from John Kallis, North 01 degree 58' 35" East 70.58 feet to a bend in said building; thence with the south face of said building and the lines of the first mentioned conveyance to the Annapolis Urban Renewal Authority and continuing with the division lines between Numbers 63 and 65 West Street and with the lines of the conveyance from Samuel M. Reichel to Richard Clark Lane and Geraldine C. Harder, by deed dated September 26, 1972, and recorded in Liber 2525, folio 302, North 87 degrees 26' 15" West 3.69 feet to a corner of said building; thence continuing with the wall of No. 63 West Street North 01 degree 37' 11" East 27.74 feet to the place of beginning. Containing 5,100 square feet, being known as Number 63 West Street and formerly 127 Cathedral Street.

BEING the same property conveyed to the within Grantors from the Annapolis Urban Renewal Authority by a deed dated September 2, 1976, and recorded among the Land Records of Anne Arundel County in Liber 2890, folio 479.

SUBJECT to Restrictions contained in a Deed dated September 2, 1976, and recorded among the Land Records of Anne Arundel County in Liber 2890, folio 479.

sn:s43204ea.exa

*Please Return to.*

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.  
BOX 868  
ANNAPOLIS, MARYLAND 21404-0868  
*Attn: David S. Bruce*

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 April 12, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First Annapolis Savings Bank, FSB

Address 2024 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Federal Home Loan Mortgage Corporation

Address 1759 Business Center Drive Reston, VA 22090

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

3. Maturity date of obligation (if any) not applicable

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

284 01F1363-2440 Anne Arundel Co (MD)

"see EXHIBIT A attached herewith"

RECORD FEE 11.00
POSTAGE 50
CK
MAY 13 1989
08/19/89

RETURN ACKNOWLEDGEMENTS TO FILE SCHAFER
NATIONWIDE INFORMATION
52 JAMES ST. 4TH FL. DISTRICT COURT
ALBANY, N.Y. 12207

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Dean Sunderland
(Signature of Debtor)

J. Dean Sunderland, Vice President
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

15570

EXHIBIT "A"

The Collateral includes (a) any and all rights of the Debtor to service mortgages for the Federal Home Loan Mortgage Corporation, ("Freddie Mac"), including the Debtor's right to retain certain payments otherwise due to Freddie Mac, (b) any proceeds resulting from the sale of present or future rights to service mortgages for Freddie Mac, (c) any servicing fees, (d) any mortgage payments, (e) all agreements or documents creating, defining or evidencing any of such rights, (f) all accounts and other rights to payment related to any of the property described in this paragraph, and (g) any and all mortgage and loan documents, files, and records pertaining to the mortgages being serviced for Freddie Mac or pertaining to the servicing of those mortgages for Freddie Mac.

Collateral also includes any and all sums at any time credited by or due from Freddie Mac to the Debtor and any and all monies, securities and other property of the Debtor, and the proceeds thereof, now or hereafter held or received by or in transit to Freddie Mac from or for the Debtor, whether arising from the performance of servicing or from the performance of any other function, or from any other source, whether for safekeeping, custody, pledge, transmission, collection, or otherwise.

This financing statement does not include any assets brought into the state of filing which are subject to a security interest in another jurisdiction; assets subject to a security interest in another jurisdiction, where the Debtor's location has changed to the state of filing; assets which are the subject of a financing statement which has lapsed; or assets subject to a security interest perfected under a prior name or identity of the Debtor.

545 FEB 46

278416

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) Illinois Fruit & Produce Corp. 7240 Parkway Drive Hanover, Maryland 21076	2 Secured Party(ies) and address(es) The Connecticut Bank and Trust Company, National Association, as Collateral Agent One Constitution Plaza Hartford, CT 06115	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: Att: Corporate Trust Department		5 Assignee(s) of Secured Party and Address(es)

All inventory, all contract rights, all general intangibles and all accounts of the Debtor, including proceeds of any of the foregoing, all as more particularly described in Annex 1 attached hereto and made a part hereof.  
\* Recordation tax does not apply.

TURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

RECORD FEE 13.00  
MISTAKE CK .50  
#2662001 (745 801 711756)

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

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

Filed with: Clerk of Circuit Court, Anne Arundel County, Maryland

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

ILLINOIS FRUIT & PRODUCE CORP. THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

By: M. Adbert EVP By: J. J. [Signature] VP  
Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

12

10/18/89

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: Illinois Fruit & Produce Corp.  
7240 Parkway Drive  
Hanover, MD 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances,

Please Stamp Address  
Attachments and Return

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

if any, commingled therewith or added thereto (herein collectively called "Inventory");

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST  
ALBANY, N.Y. 12207

Please Stamp Additional  
Attachments and Receipts

545 49

278417

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) JP Foodservice, Inc. 7240 Parkway Drive Hanover, MD 21076	2 Secured Party(ies) and address(es) The Connecticut Bank and Trust Company, National Association, as Collateral Agent One Constitution Plaza Hartford, CT 06115	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

4 This financing statement covers the following types for item 1:  
All: Corporate Trust  
Department

All inventory, all contract rights, all general intangibles and all accounts of the Debtor, including proceeds of any of the foregoing, all as more particularly described in Annex 1 attached hereto and made a part hereof.

\* Recordation tax does not apply.

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
62 JAMES ST.  
ALBANY, N.Y. 12207

OIF 1369/4760 (34)

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

RECORD FEE 13.00  
POSTAGE CK .50  
#246410 1245 RD1 111459  
03/19/89

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with Clerk of Circuit Court, Anne Arundel County, Maryland

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented 2

JP FOODSERVICE, INC.  By <u>M. Salbert</u> Signature(s) of Debtor(s)	EVP Title	THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT  By <u>[Signature]</u> Signature(s) of Secured Party(ies)	VP Title
---	--------------	---	-------------

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

13

545 30

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: JP Foodservice, Inc.  
7240 Parkway Drive  
Hanover, Maryland 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST  
ALBANY, N.Y. 12207

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST  
ALBANY, N.Y. 12207

515 52

278118

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) Monarch/Allentown 7240 Parkway Drive Hanover, Maryland 21076	2 Secured Party(ies) and address(es) The Connecticut Bank and Trust Company, National Association, as Collateral Agent One Constitution Plaza Hartford, CT 06115 Attn: Coporate Trust Department	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

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

All inventory, all contract rights, all general intangibles and all accounts of the Debtor, including proceeds of any of the foregoing, all as more particularly described in Annex 1 attached hereto and made a part hereof.  
 \* Recordation tax does not apply.

01F1369/4760 (62)

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

RECORD FEE 15.00  
 POSTAGE .50  
 344420 1345 90E 71210  
 CK 18/18/9

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

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

Filed with  
 Clerk of Circuit Court,  
 Anne Arundel County, Maryland

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented 2

MONARCH/ALLEN TOWN

By: M. Schuet Signature(s) of Debtor(s) Title EVP

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

THE CONNECTICUT BANK AND TRUST COMPANY,  
 NATIONAL ASSOCIATION, AS COLLATERAL AGENT

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

13

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: Monarch/Allentown  
7240 Parkway Drive  
Hanover, MD 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

ATTENTION: EQUIPMENT TO  
NATIONAL BUREAU OF INVESTIGATION  
52 JAMES ST  
ALBANY, N.Y. 12207

ANNEX 1

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

ANNEX 1

278119

545 55

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)

Monarch/Sky Bros.  
7240 Parkway Drive  
Hanover, MD 21076

2 Secured Party(ies) and address(es)

The Connecticut Bank and Trust  
Company, National Association,  
as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

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

4 This financing statement covers the following types of items:

Attent: Corporate Trust  
Department

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

All inventory, all contract rights, all general intangibles  
and all accounts of the Debtor, including proceeds of any of  
the foregoing, all as more particularly described in Annex 1  
attached hereto and made a part hereof.

\* Recordation tax does not apply.

RECEIVED  
NATIONWIDE REGISTER  
52 JAMES ST  
ALBANY, N.Y. 12207

01F1369/4760 (71)

RECORD FEE CK 13.00  
POSTAGE .50  
#46450 0345-001 712401

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

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

Filed with: Clerk of Circuit  
Court, Anne Arundel  
County, Maryland

08/18/99

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No of additional Sheets presented 2

MONARCH/SKY BROS.

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION, AS COLLATERAL AGENT

By M. Albert  
Signature(s) of Debtor(s)

EVP  
Title

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

VP  
Title

(1) Filing Office: Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

12

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: Monarch/Sky Bros.  
7240 Parkway Drive  
Hanover, MD 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

ANNEX 1

RETURN TO: NATIONAL ASSOCIATION  
500 WEST ST.  
HARTFORD, CT 06115

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST  
ALBANY N.Y. 12207

279120

545 PAGE 58

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)

JPHC, Inc.  
7240 Parkway Drive  
Hanover, MD 21076

2 Secured Party(ies) and address(es)

The Connecticut Bank and Trust  
Company, National Association,  
as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

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

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

Att: Property Corporate Trust  
Department

All inventory, all contract rights, all general intangibles  
and all accounts of the Debtor, including proceeds of any of  
the foregoing, all as more particularly described in Annex 1  
attached hereto and made a part hereof.

\* Recordation tax does not apply.

DIF 1369/4760

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST

44

RECORD FEE 13.00

POSTAGE GK .50

RECORDED 0345 001 112101

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

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

Filed with Clerk of Circuit  
Court, Anne Arundel  
County, Maryland

10/18/99

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented 2

JPHC, INC.

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION, AS COLLATERAL AGENT

By M. Solbert  
Signature(s) of Debtor(s)

EVP  
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)

12

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: JPHC, Inc.  
7240 Parkway Drive  
Hanover, Maryland 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

Please Stamp Additional  
Attachments and Return

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
62 JAMES ST.  
ALBANY, N.Y. 12207

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST  
ALBANY, N.Y. 12207

ANNEX 1

278421

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)  
 Sky Bros., Inc.  
 7240 Parkway Drive  
 Hanover, MD 21076

2 Secured Party(ies) and address(es)  
 The Connecticut Bank and Trust  
 Company, National Association,  
 as Collateral Agent  
 One Constitution Plaza  
 Hartford, CT 06115

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

4 This financing statement covers the following types of items: Att: Corporate Trust Department

All inventory, all contract rights, all general intangibles and all accounts of the Debtor, including proceeds of any of the foregoing, all as more particularly described in Annex 1 attached hereto and made a part hereof.  
\* Recordation tax does not apply.

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

RECORD FEE 13.00  
POSTAGE .50  
4524450 0345 001 712402  
CK 08/15/89

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST

DI 1369/4760 (LB)

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

Filed with Clerk of Circuit Court, Anne Arundel County, Maryland

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

SKY BROS., INC.

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION, AS COLLATERAL AGENT

By: M. Walbert  
Signature(s) of Debtor(s)

EVP  
Title

By: J. ...  
Signature(s) of Secured Party(ies)  
Title: VP

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

12

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: Sky Bros., Inc.  
7240 Parkway Drive  
Hanover, MD 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances,

Please Stamp Additional Attachments and Return

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
62 JAMES ST  
ALBANY, N.Y. 12207



- 2 -

if any, commingled therewith or added thereto (herein collectively called "Inventory");

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

RETURN FOR ASSIGNMENTS TO  
UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N. ZEEB RD.  
ANN ARBOR, MI 48106

ANNEX 1

278102

545 64

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)

Monarch/Little Rock, Inc.  
7240 Parkway Drive  
Hanover, Maryland 21076

2 Secured Party(ies) and address(es)

The Connecticut Bank and Trust  
Company, National Association,  
as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

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

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

All inventory, all contract rights, all general intangibles  
and all accounts of the Debtor, including proceeds of any of  
the foregoing, all as more particularly described in Annex 1  
attached hereto and made a part hereof.

\* Recordation tax does not apply.

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

RECORD FEE 13.00  
POSTAGE CK .50  
MAY 24 1985 201 732702  
06/18/85

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NATIONWIDE INFORMATION  
SERVICE

018 13209/4760 41

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

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

Filed with Clerk of Circuit  
Court, Anne Arundel  
County, Maryland

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

MONARCH/LITTLE ROCK

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION, AS COLLATERAL AGENT

By: M. Albert  
Signature(s) of Debtor(s)

EVP  
Title

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

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

(1) Filing Officer Copy-Alphabetical

12

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: Monarch/Little Rock, Inc.  
7240 Parkway Drive  
Hanover, MD 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances,

Please Stamp Additional Attachments and Return

RETURN AGENTS ELEMENTS TO  
NATIONWIDE  
ALWAYS

ANNEX 1



if any, commingled therewith or added thereto (herein collectively called "Inventory");

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY N.Y. 12207

ANNEX 1

545 67

278403

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)  
JPF Real Estate Holdings  
Company, Inc.  
7240 Parkway Drive  
Hanover, Maryland 21076

2 Secured Party(ies) and address(es)  
The Connecticut Bank and Trust  
Company, National Association,  
as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115  
Attn: Corporate Trust Department

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

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

All inventory, all contract rights, all general intangibles  
and all accounts of the Debtor, including proceeds of any of  
the foregoing, all as more particularly described in Annex 1  
attached hereto and made a part hereof.

\* Recordation tax does not apply.

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

RECORD FEE 13.00  
POSTAGE .50  
SEARCHED 1345 701 110104  
CK 08/19/99  
- FRANK SCHAFER

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12242

DIF1369/4760 (40)

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

Filed with: Clerk of Circuit  
Court, Anne Arundel  
County, Maryland

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented 2

JPF REAL ESTATE HOLDINGS COMPANY, INC.

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION, as Collateral Agent

By: James J. Hill  
Signature(s) of Debtor(s)

By: Caroline VP  
Signature(s) of Secured Party(ies) Title

1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

13

545 68

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: JPF Real Estate Holdings Company, Inc.  
7240 Parkway Drive  
Hanover, MD 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
63 JAMES ST.  
ALBANY, N.Y. 12207

Please Stamp Additional

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
22 JAN 1987  
ALBANY

ANNEX 1

278424

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)

JPF Holdings, Inc.  
7240 Parkway Drive  
Hanover, MD 21076

2 Secured Party(ies) and address(es)

The Connecticut Bank and Trust  
Company, National Association,  
as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

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

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

Attn: Corporate Trust  
Department

OM 1369/4760

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

All inventory, all contract rights, all general intangibles  
and all accounts of the Debtor, including proceeds of any of  
the foregoing, all as more particularly described in Annex 1  
attached hereto and made a part hereof.

\* Recordation tax does not apply.

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
32 JAMES ST.  
ALFA 1111 11

37

RECORD FEE 13.00  
POSTAGE .50  
CK 44490 1245 001 112104  
08/18/89  
H. PAUL SCHAFER

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

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

Filed with: Clerk of Circuit  
Court, Anne Arundel  
County, Maryland

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

JPF HOLDINGS, INC.

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION, AS COLLATERAL AGENT

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

[Signature]  
Title

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

12

545 71

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: JPF Holdings, Inc.  
7240 Parkway Drive  
Hanover, Maryland 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

Please Stamp Additional  
Attachments and Return

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
82 JAMES ST  
ALBANY, N.Y. 12207

ANNEX 1

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

RETURN TO: JAMES S. JAMES  
NATIONAL ARCHIVES  
19 JAMES ST  
ALBANY, NY 12207

ANNEX 1

545 PAGE 73

278425

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)

Higdon Food Service, Inc.  
7240 Parkway Drive  
Hanover, MD 21076

2 Secured Party(ies) and address(es)

The Connecticut Bank and Trust  
Company, National Association,  
as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

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

4 This financing statement covers the following types (or item)

Attn: Corporate Trust  
Department

All inventory, all contract rights, all general intangibles  
and all accounts of the Debtor, including proceeds of any of  
the foregoing, all as more particularly described in Annex 1  
attached hereto and made a part hereof.

\* Recordation tax does not apply.

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

01F 1369/4760

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
57 JAMES ST  
ALBANY, NY 12208

(34)

RECORD FEE 13.00  
POSTAGE OK .50  
4-4-500 0745 201 712405  
08/19/89

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

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

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

Filed with

Clerk of Circuit  
Court, Anne Arundel  
County, Maryland

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No of additional Sheets presented. 2

HIGDON FOOD SERVICE, INC.

THE CONNECTICUT BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION, AS COLLATERAL AGENT

By

*M. Wolbert*

Signature(s) of Debtor(s)

*EVP*

Title

By

*J. Linnick*

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

13

ANNEX 1 to UCC FINANCING STATEMENT

Debtor: Higdon Food Service, Inc.  
7240 Parkway Drive  
Hanover, MD 21076

Collateral Agent: The Connecticut Bank and Trust Company,  
National Association, as Collateral Agent  
One Constitution Plaza  
Hartford, CT 06115

This financing statement covers the following types of collateral; whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located:

(a) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for Inventory or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Receivables");

(b) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Receivables, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(c) all inventory (as defined in the Uniform Commercial Code) of such Debtor, including motor vehicles held by the Debtor for lease, fuel, tires and other spare parts, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances,

Please Stamp Address  
Attach to Original

ANNEX 1

RETURN ACKNOWLEDGEMENTS TO  
NATIONWIDE INFORMATION  
12 JAMES ST  
ALBANY, NY 12207

- 2 -

if any, commingled therewith or added thereto (herein collectively called "Inventory");

(d) all licenses, franchises, patents, trademarks, goodwill and any and all items of the Debtor which would be classified as general intangibles under the Uniform Commercial Code;

(e) each contract and other agreement of the relating to the sale or other disposition of Inventory;

(f) all documents of title (as defined in the Uniform Commercial Code) or other receipts of such Debtor covering, evidencing or representing Inventory;

(g) all rights, claims and benefits of the Debtor against any person arising out of, relating to or in connection with Inventory purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any person storing or transporting such Inventory; and

(h) all proceeds, products, earnings and accessions of and to any of the property of the Debtor described in clauses (a) through (g) above in this Annex 1 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses above or in this clause (h), all books, correspondence, credit files, records, invoices and other papers of the Debtor, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

RETURN ACKNOWLEDGEMENTS TO  
PROVIDE INFORMATION  
11/15/87

ANNEX 1

279126 545 76

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date &
Hour

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State

SJS, Incorporated t/a 7921 Jones Branch Drive, Suite 518, McLean, VA 22102
SJS Ice Cream, Incorporated

Name of Secured Party or assignee No. Street City State
The National Bank of Washington 619 - 14th Street, N.W., Washington, D.C. 20005

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 accounts and receivables, inventory, equipment and fixtures and general intangibles as more fully described in the attached Exhibit "A".

RECORD FEE 20.00
POSTAGE 1.50
REGISTERED MAIL 13.53
12/18/87
H. FILE NUMBER
AA 501 10001 10001

RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Record Owner: Annapolis Mall Limited Partnership 109 Annapolis Mall, Annapolis, MD 21401

- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

SJS, INCORPORATED THE NATIONAL BANK OF WASHINGTON (Seal)
BY: John B. Naman, President Greg L. Allen, Assistant V.P.
(Type or print name under signature) (Signatures must be in ink)

FF-027

Please return to: Richard M. Kremen, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

3000
P

ATTACHMENT TO FINANCING STATEMENT FOR  
SJS, INCORPORATED, T/A SJS ICE CREAM, INCORPORATED

## EXHIBIT "A"

(a) All of Debtor's right, title and interest in and to all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate described in Exhibit "B" attached hereto, ("Real Estate" or any part thereof now owned or hereafter acquired by Debtor and all fixtures and equipment including but not limited to all gas and electric fixtures, engines, radiators, heaters, air conditioners, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing, heating and cooling fixtures, mantels, refrigerating plant mechanical or otherwise, cooking apparatus and appurtenances, shades awning, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, food processing equipment, containers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for use or installation in on or about the Real Estate or any portion thereof but excluding any personalty which is not affixed to the Real Estate and which is not in any way related to the operation of the Real Estate; and

(b) All of Debtors inventory and all other products and goods held for sale or lease, as raw materials, work in process and the completely finished end products, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, by way of replacement, renewal, return, repossession, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof, including returned and repossessed items and all documents covering inventory.

(c) All of Debtor's accounts, contract rights, chattel paper, negotiable and non-negotiable instruments and agreements, and general intangibles evidencing and/or securing any monetary obligation (hereinafter called "Receivables"), presently existing and hereafter arising, the rights and interests of Debtor in the goods the sale or lease of which gave rise to the Receivables, including returned and repossessed items, and the proceeds thereof.

(d) All of Debtor's intangibles, of whatsoever kind or nature, including but not limited to trade secrets, files, customer lists trade names, goodwill, licenses, contracts, agreements, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired by way of replacement, renewal, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof and patents, copyrights, leases, licenses, permits and franchises.

EXHIBIT "B"

DESCRIPTION OF 66.85652 AC±  
THE ANNAPOLIS MALL SHOPPING CENTER CO. PROPERTY  
SECOND TAX DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe there found at the beginning of the South 14° 22' 00" West 562.89 feet line of the conveyance by Provident Life and Insurance Company et al to Annapolis Mall Limited Partnership by deed dated December 28, 1979 and recorded among the land records of Anne Arundel County, Maryland in liber WGL 3281 folio 216; said beginning point also being at the northeasternmost corner of the Annapolis Mall as shown on plat filed among the plat records of Anne Arundel County, Maryland in plat book 72 page 38; thence leaving said beginning point so fixed and running with said conveyance and with the outlines of Annapolis Mall as shown on said plat with meridian referred to Maryland State Grid North;

- (1) South 14° 20' 42" West 562.89', to an iron pipe there found and
- (2) South 52° 25' 21" West 1049.13', to intersect the twenty-third (23rd) line, having a radius of 5297.56', and an arc of 966.20', of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 30, 1971 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2426 folio 443; thence leaving said conveyance to Annapolis Mall Limited Partnership and running with a part of said (23rd) line of said conveyance to Annapolis Mall Shopping Center Co. and as shown on said plat of Annapolis Mall;
- (3) With a curve to the left having a radius of 5297.56' and an arc of 85.32', on a chord South 39° 55' 39" East 85.32', thence running through a part of said conveyance to Annapolis Mall Shopping Center Co. and with the outlines of Annapolis Mall as shown on said plat;
- (4) South 51° 32' 56" West 6.94' and
- (5) South 39° 22' 39" East 58.28', to the northwesternmost side of Jennifer Road, thence running with said northwesternmost side of Jennifer Road;
- (6) With a curve to the left having a radius of 860.90' and an arc of 431.57', on a chord, South 38° 03' 52" West 427.07', thence running,
- (7) South 23° 42' 47" West 146.16',

- (8) North  $66^{\circ} 17' 13''$  West 1.60',
- (9) South  $23^{\circ} 42' 47''$  West 250.88', thence leaving said Jennifer Road and running,
- (10) South  $72^{\circ} 29' 29''$  West 140.93' and
- (11) South  $23^{\circ} 42' 47''$  West 11.31', to the northernmost side of Maryland Route 450; thence running with said northernmost side of Maryland Route 450,
- (12) North  $66^{\circ} 40' 47''$  West 476.73', thence running,
- (13) With a curve to the right having a radius of 401.47' and an arc of 269.28', on a chord North  $47^{\circ} 19' 18''$  West 264.26', to the easternmost side of Maryland Route 178 (General's Highway) at the beginning of said conveyance to Annapolis Mall Limited Partnership, thence leaving said Maryland Route 450 and running with said easternmost side of Maryland Route 178 and with the lines of said conveyance to Annapolis Mall Limited Partnership;
- (14) With another curve to the right having a radius of 401.47' and an arc of 159.24', on a chord, North  $16^{\circ} 44' 38''$  West 158.20', and
- (15) North  $05^{\circ} 31' 02''$  West 94.00', to the beginning of the North  $05^{\circ} 29' 44''$  West 584.09' line of the conveyance by Provident Life and Accident Insurance Company et al to the May Department Stores Company by deed dated December 28, 1979 and recorded among the land records of Anne Arundel County, Maryland in liber WGL 3281 folio 226; thence leaving said conveyance to Annapolis Mall Limited Partnership and running with the lines of said conveyance to the May Department Stores Company with meridian referred to Maryland State Grid North;
- (16) North  $05^{\circ} 31' 02''$  West 584.09',
- (17) North  $05^{\circ} 16' 35''$  West 186.87',
- (18) North  $06^{\circ} 09' 29''$  West 70.50',
- (19) North  $12^{\circ} 49' 50''$  West 111.33', thence leaving said General's Highway and running,
- (20) North  $24^{\circ} 05' 23''$  East 51.27', to the southeasternmost side of Bestgate Road, thence running with said southeasternmost side of Bestgate Road,
- (21) North  $67^{\circ} 46' 42''$  East 23.43', thence running,

- (22) With a curve to the left having a radius of 228.15' and an arc of 158.21', on a chord, North 47° 54' 47" East 155.06', thence running
- (23) North 28° 02' 50" East 231.71', thence leaving said conveyance to the May Department Stores Company and said conveyance to Annapolis Mall Shopping Center Co. and running with the lines of said conveyance to Annapolis Mall Limited Partnership with meridian referred to Maryland State Grid North;
- (24) North 28° 02' 50" East 7.65' and
- (25) North 23° 23' 17" East 288.72', to intersect a part of the former Washington, Baltimore and Annapolis Electric Railroad right-of-way (now abandoned), thence leaving said conveyance to Annapolis Mall Limited Partnership and said Annapolis Mall as shown on said plat and running with a part of said railroad right-of-way;
- (26) North 31° 28' 45" West 33.17', to intersect the southernmost side of Bestgate Road, thence running across a part of said former railroad right-of-way with said southernmost side of Bestgate Road (30' wide),
- (27) North 38° 48' 00" East 35.16', to the northwesternmost corner of a former 30' road right-of-way, thence leaving said Bestgate Road and running through a part of said former railroad right-of-way and with the westernmost side of said 30' road right-of-way,
- (28) South 31° 28' 45" East 331.73'; thence leaving said former railroad right-of-way and running across said former 30' road right-of-way;
- (29) North 72° 37' 36" East 30.93', to an iron pipe there found at the northwesternmost corner of the conveyance by Bernard W. Sears, et al, to James Edgar Sears by deed dated June 1, 1943 and recorded in liber JHH 281 folio 140, and also at the southwesternmost corner of the conveyance by Carey L. Meredith, et al, to the State Roads Commission of Maryland by deed dated September 4, 1930 and recorded in liber FSR 77 folio 203; thence leaving said former 30' road right-of-way and running with the divisional lines between said conveyance to the State Roads Commission of Maryland and the conveyance to James Edgar Sears,

- (30) North 72° 37' 36" East 199.91', to an iron pipe found and,
- (31) North 31° 13' 10" West 192.72', to the southwesternmost corner of the conveyance by Carey L. Meredith, et al, to Leonard R. Willson and wife by deed dated January 30, 1953 and recorded in liber JHH 735 folio 232, thence leaving said conveyance to the State Roads Commission of Maryland and running with the divisional lines between said conveyance to James Edgar Sears and Leonard R. Willson,
- (32) North 72° 34' 07" East 35.92', and
- (33) North 17° 25' 53" West 200.00', to an iron pipe found on the southernmost side of said Bestgate Road, thence leaving said conveyance to Leonard R. Willson and running with said side of Bestgate Road and said conveyance to James Edgar Sears,
- (34) North 72° 34' 56" East 355.43', to an iron pipe found, thence leaving said Bestgate Road and running with the divisional line between said conveyance to James Edgar Sears and the remainder of the first Parcel of the conveyance by Carey L. Meredith, et al, to Bernard W. Sears and wife by deed dated January 18, 1943 and recorded in liber JHH 275 folio 189,
- (35) South 27° 28' 45" East 410.05', to an iron pipe found at a northernmost corner of Annapolis Mall as shown on said plat, thence leaving said conveyance to James Edgar Sears and running with a part of the divisional line between said first Parcel conveyed to Bernard W. Sears and the Annapolis Mall,
- (36) South 27° 36' 25" East 427.77', to the northwesternmost corner of the second Parcel of the conveyance by Bernard T. Sears and wife to Annapolis Mall Limited Partnership by deed dated July 27, 1979 and recorded in liber WGL 3226 folio 274, thence leaving said Annapolis Mall and running with the divisional line between said first Parcel conveyed to Bernard W. Sears and said second Parcel conveyed to Annapolis Mall Limited Partnership,
- (37) North 63° 57' 21" East 247.46', thence running with the easternmost lines of the second and first Parcels of said conveyance to Annapolis Mall Limited Partnership,

(38) South 29° 53' 15" East 160.30', to intersect the outline of Annapolis Mall as shown on said plat, thence leaving said Annapolis Mall Limited Partnership and running with the divisional line between said first Parcel conveyed to Bernard W. Sears and Annapolis Mall,

(39) North 60° 49' 52" East 623.27', to the place of beginning.

CONTAINING 66.89652 Ac± as described by Dewberry & Davis, Registered Professional Land Surveyors in August 1982.

BEING all of Annapolis Mall as shown on a plat of Phase I, Remainder (Phase II), Hecht Co. filed among the plat records of Anne Arundel County, Maryland in plat book 72 page 36.

BEING said conveyance by Provident Life and Accident Insurance Company, et al, to Annapolis Mall Limited Partnership by deed dated December 28, 1979 and recorded among the land records of Anne Arundel County, Maryland in liber WGL 3281 folio 216 and said conveyance by Provident Life and Accident Insurance Company, et al, to the May Department Stores Company by deed dated December 28, 1979 and recorded in liber WGL 3281 folio 226, and also being a part of said conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 30, 1971 and recorded in liber MSH 2426 folio 443.

ALSO being the first and second Parcels of said conveyance by Bernard T. Sears and Sharon L. Sears, his wife, to Annapolis Mall Limited Partnership by deed dated July 27, 1979 and recorded in liber WGL 3226 folio 274 and being a part of said conveyance by Bernard W. Sears, et al, to James Edgar Sears and wife by deed dated June 1, 1943 and recorded in liber JHH 281 folio 140.

ALSO to include a part of said former Washington, Baltimore and Annapolis Electric Railroad right-of-way (now abandoned) and a part of a 30' road right-of-way along the easternmost side of said railroad right-of-way.

89-5572

278127

545 THE 83

AFTER RECORDING PLEASE RETURN DOCUMENTS TO:

DUNN TITLE COMPANY  
2137 Defense Hwy.  
Crofton, MD 21114

FINANCING STATEMENT

- File in the Financing Statement Records of Anne Arundel County
- File in the Financing Statement Records of Prince Georges County
- File in the Land Records of Prince Georges County
- File with the State Department of Assessments and Taxation

- Amount subject to Recordation Tax: \$ \_\_\_\_\_
- Not Subject to Recordation Tax

This Financing Statement evidences and publicizes the lien and provisions of a Purchase Money Deed of Trust and Security Agreement from Debtor for the benefit of Secured Party and recorded or intended to be recorded among the Land Records of Prince Georges County, Maryland, securing a debt in the aggregate principal amount of \$1,500,000.00 or so much thereof as may be advanced, for which instrument all required recordation taxes have been paid.

NAME OF DEBTOR: LOVELL REGENCY HOMES LIMITED PARTNERSHIP

ADDRESS: c/o Regency Homes Corporation  
102 Old Solomons Island Road  
3rd Floor  
Annapolis, Maryland 21401

RECORD FEE 18.00  
POSTAGE .50  
GK 89-5572 278127 114430  
08/18/89  
BY ERLE SCHAFER  
25 TH. CIRCUIT COURT

NAME OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND

ADDRESS: 25 South Charles Street  
Banc 109-900  
P.O. Box 1596  
Baltimore, Maryland 21203  
Attn: Commercial Real Estate Division

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

A. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, fixtures and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed



upon or in any way used in connection with the current or future utilization, enjoyment, occupation or operation of the real property described on Exhibit A attached hereto (the "Real Property"), and including all plans, specifications, contracts, deposits and all intangibles (including trade names) relating to the development of the Real Property (hereinafter collectively referred to as the "Personalty"), as well as in all substitutions, renewals and replacements thereof and in all of such items hereafter acquired and constituting after-acquired property, for so long as such items are or remain personal property and not fixtures and permanent additions to the Real Property; provided, however, that the provisions hereof shall not apply to machinery, apparatus, equipment fittings, fixtures and articles of personal property used in the business of Debtor or Debtor's lessees whether the same are annexed to the Real Property or not, unless the same are also used in the operation of any building located thereon (all of the aforementioned property is hereafter referred to collectively as the "Secured Property"); as well as all of the proceeds of the voluntary or involuntary conversion of the Secured Property or any part of the Secured Property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise, as well in all rents, profits and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property and all revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price and performance of the terms and conditions of any contract of sale for the Real Property.

B. Proceeds of the above-described collateral.

C. All contract rights of and from the herein-described property or any part thereof.

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

2. The above described goods, property, interest and rights are located at, are affixed to or relate to the property and the

improvements now or hereafter existing thereon being more fully described on Exhibit A attached hereto.

DEBTOR'S SIGNATURE:

Dated: August 15<sup>th</sup>, 1989

LOVELL REGENCY HOMES LIMITED  
PARTNERSHIP

By: Lovell Homes (America), Inc.,  
General Partner

By: *J. Michael Brennan*

By: Regency Homes Corporation,  
General Partner

By: *[Signature]*

Return to: J. Michael Brennan, Esquire  
Venable, Baetjer & Howard  
P.O. Box 5517  
Towson, Maryland 21204

FNST0411.JMB

EXHIBIT A

BEGINNING for the same and being known and designated as Lots numbered 6, 8, 28, 29 and 31, in Block lettered "C", as shown on the plat entitled, "Plat Eleven, Neighborhood Seven, Lots 1 thru 34, Parcel A and Outlot A, Block C, OLD FORT HILLS", which plat is recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 131, plat 67.

AFTER RECORDING PLEASE RETURN  
DOCUMENTS TO:

DUNN TIRE COMPANY

2137 Defense Hwy.

Crofton, MD 21114

STATE OF MARYLAND

545 PAGE 87

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 116080

RECORDED IN LIBER 526 FOLIO 203 ON 4-29-88 (DATE)

1. DEBTOR

Anne Arundel Cty

Name K-S Trading Corporation

Address 5195 Raynor Avenue Linthicum MD 21090

DT

2. SECURED PARTY

Name Citizens and Southern Commercial Corporation

Address 110 East 59th Street New York, N. Y. 10022

Jane Kundra

Citizens and Southern Commercial Corporation P. O. Box 4095, Atlanta, Ga. 30302  
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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> Amendment <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>This filing is made to reflect the address change of Secured Party to: P. O. Box 4095, Atlanta, Ga. 30302</p>	

By Citizens and Southern Commercial Corporation, Attorney in Fact

*John P. Kelly*

Dated 3/15/89

*John P. Kelly*  
(Signature of Secured Party)

Citizens and Southern Commercial Corporation  
Type or Print Above Name on Above Line

10-20

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

If transaction or transactions wholly or partially subject to 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 Marlo Industries, Inc.

Address 2609 Cabover Drive, Unit 8, Hanover, MD 21076

2. SECURED PARTY

Name Allstate Financial Corporation

Address 2700 South Quincy Street, Suite 540

Arlington, Virginia 22206

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

See Exhibit "A" attached hereto and made a part hereof

Name and address of Assignee  
CK

*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)

Marlo Industries, Inc.

(Signature of Debtor)

Joan W. Lipscomb, President

Type or Print Above Name on Above Line

*Joan W. Lipscomb*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Allstate Financial Corporation

(Signature of Secured Party)

Lawrence M. Winkler, Secretary/Treasurer

Type or Print Above Signature on Above Line

*1/30*

A11705



ALLSTATE FINANCIAL CORPORATION

545 PAGE 89

EXHIBIT "A"

All present and hereafter created accounts receivable, contract rights, general intangibles, certificates of deposit, debtors interest in any returned, repossessed or unshipped goods, together with all debtors books of account, ledger cards and records; all vehicles; all computer programs and systems owned or operated in connection therewith; all inventory; security agreements, notes, bills, acceptances, installment paper, tax refunds, insurance proceeds, conditional sale or lease contracts, chattel mortgages or deeds of trust, all guarantees and other security therefore; all of the above securing present and future advances.

2700 South Quincy Street • Suite 540 • Arlington, Virginia 22206 • Phone (703) 931-CASH • Fax (703) 998-5470

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 AUGUST 10, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alcolac Reserve, Inc.  
Address 1099 Winterson Road, Linthicum, MD 21090

2. SECURED PARTY

Name Signet Bank/Maryland  
Address 7 St. Paul Street, Baltimore, MD 21202  
Attn: Commercial Loan Department  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Accounts and inventory as more particularly described in Exhibit A attached hereto.

Name and address of Agent:   
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)

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ALCOLAC RESERVE, INC.

By: [Signature]  
(Signature of Debtor)

DAN L. CARLSON, V.P.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

A.A.Co.

7/50

\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Boyd 9/2 8/16/89

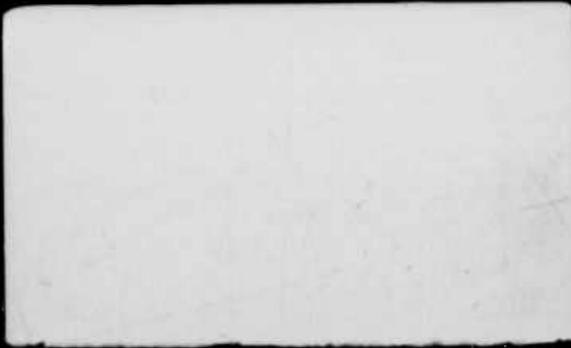


EXHIBIT A

545 PAGE 91

All present and future accounts receivable and accounts, including all or any part of any indebtedness owing to the Debtor in connection with all or any part of the Debtor's business, profession, occupation, or undertaking; all present and future inventory or stocks of merchandise whether for sale or lease; and all present and future masses or assemblages of goods and merchandise.

To the Filing Officer: ~~After this statement has been recorded, please mail the same to: George R. A. Jones, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.~~

AFTER RECORDATION, PLEASE  
RETURN TO:  
SIGNET BANK/MARYLAND  
P. O. BOX 17963  
BALTIMORE, MD. 21203  
ATTN: RENEE VICK

6074f:08/07/89  
9109-18

RECEIVED  
AUG 16 1989

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Russell Brady
Address 314 Salisbury Road, Edgewater, MD 21037

2. SECURED PARTY

Name State Equipment, Div of Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, MD 21227

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

ONE (1) Dresser Model TD 12LGP Crawler Dozer SN 743

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)

na

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

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Russell Brady

R Brady (Signature of Debtor)

R. Brady Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div of Secorp National, Inc.

Glenn S. Conklin (Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

Handwritten initials

545 93

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273403

RECORDED IN LIBER 528 FOLIO 511 ON June 24, 1988 (DATE)

1. DEBTOR

Name Pem's Service & Repair, Inc.

Address 183 Mayo Road Edgewater, Md 21037

2. SECURED PARTY

Name Second National Federal Savings Bank

Address Rt. #50 & Phillip Morris Drive P.O. Box 2558 Salisbury, Md. 21801

Attn: Gwen Waters - Banking Dept.

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

DJ

Dated August 14, 1989

Joy J. Custis  
(Signature of Secured Party)

Joy J. Custis  
Type or Print Above Name on Above Line

15w

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 273404

RECORDED IN LIBER 528 FOLIO 512 ON June 24, 1988 (DATE)

1. DEBTOR

Name Pem's Supply & Hardware, Inc.

Address 183 Mayo Road Edgewater, Md 21037

2. SECURED PARTY

Name Second National Federal Savings Bank

Address Rt.#50 & Phillip Morris Drive P.O.Box 2558 Salisbury, Md 21801

Attn: Gwen Waters - Banking Dept.

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

DJ

Dated August 14, 1989

Joy J. Custis  
(Signature of Secured Party)

Joy J..Custis

Type or Print Above Name on Above Line

105W



ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT  
~~STATE OF MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION~~

DATE: August 16, 1989

(~~XX~~) Not Subject to Recordation Tax

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

A similar financing statement has also been recorded with the Clerk of Court, State Of Maryland, Assessments & Tax. with the recording fees of 11.00.

NAME OF DEBTOR (S): Anne Arundel Diagnostics, Inc.  
2510 Riva Road  
Annapolis 21401

ADDRESS:

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

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

Micro REF 90/15 Front LO S3924BR  
Group MVCH - Left Hand G9041DA  
Quantamat Bucky Detector A8420AD  
Transworld MAM-CP Unit Equipment

RECEIVED  
27 AUG 1989  
CK

DEBTOR(S):

Anne ARundel Diagnostics, Inc.

BY: *Carl A. Smith*

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Robert Mann*

(Authorized Signature)

*Robert Mann, VP*

(Type Name and Title)

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

*11/50*

### 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 268783 recorded in Liber 515, Folio 152 on Jul 24, 1987 (date).

1. DEBTOR(S):  
 Name(s): East Coast Welding and Construction Co., Inc.  
 Address(es): 517 Glenbrook Road  
Glen Burnie, Maryland 21061

2. SECURED PARTY:  
 Name: Equitable Bank, National Association  
Commercial Note Department - 050603  
 Address: 100 S. Charles Street  
Baltimore, Maryland 21201

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

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

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

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

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

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

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

8. \_\_\_\_\_

DJ

9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
1580

SECURED PARTY:

**EQUITABLE BANK, National Association**  
By [Signature]  
Robert Scrivener  
Corporate Banking Officer  
(Type Name and Title)



STATE OF MARYLAND

278323

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 American Work Platforms, Inc.

Address 823 Fairview Avenue Linthicum Heights, MD 21090

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)

Inventory of new and used machinery, equipment, attachments, accessories and replacement parts thereof, manufactured or sold by Malmqvist, its divisions, subsidiaries or affiliate company now owned or hereafter acquired, and upon which any sum of money, whether principal or interest, remains unpaid, plus all proceeds derived therefrom.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

American Work Platforms, Inc.  
*James W. Woods VP*  
*James W. Woods Pres.*  
(Signature of Debtor)

*Robert D Reese VP*  
Type or Print Above Name on Above Line  
(Signature of Debtor)

*James W. Woods, VP*  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

*Patrick White*  
(Signature of Secured Party)

*PATRICK WHITE ASST. VICE PRES.*  
Type or Print Above Signature on Above Line

*JKW*

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 11 19 89 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Three (3)	New MA500-6 High Climbers Malmqvist Work Platforms		2349 2350 2351
Two (2)	New MA-500 High Climbers Malmqvist Work Platforms		2322 2199
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

First Interstate Credit Alliance, Inc.

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

American Work Platforms, Inc.

By: Robert A. Deane VP  
James W. Hood Pres

545 AUG 99

265017

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) Orndorff, Barry F. + Sherry J. 19 Rothern Rd (PO Box 335) Kiva, Md 21740	2 Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #33291 0717 AM 109401 MO 5 86
4 This financing statement covers the following types (or items) of property. 1 Bay window with 2 casement vents. 5 Double Hung, style Energy lock III Includes rapping, caulking & screens ADDITIONAL SALES CONTRACT TAX EXEMPT		5 Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		
Filed with: <u>NONE NOUNDEL COUNTY</u>		

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 August 16 19 89 By Barclays American/Financial, Inc.  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)  
Kim M. Grove, Assistant Manager

(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.

105 SW

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) Williams Construction Co., Inc. 8660 Pulaski Highway Baltimore, MD 21237 MACHINE LOCATED IN ANNAPOLIS, MD M-35318	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	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) Caterpillar Financial Services Corporation 10630 Little Patuxent Parkway Columbia, Maryland 21044	
(5) This Financing Statement Covers the Following types [or items] of property.  One (1) New Caterpillar Model #225BLC Excavator S/N 2ZD01606  A..A  <input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		#21641-103  NOT SUBJECT TO RECORDATION TAX SECURED PARTY IS SELLER OF EQUIPMENT
(6) Signatures: Debtor(s) Williams Construction Co., Inc. Raymond D. Turner, Secty. (By) <i>Raymond D. Turner - Secretary</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> Mark Welsh, Asst. Secty. <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	4784 MP 154604  UCC-1

(1) Filing Officer Copy - 1/12

545 101

278326

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. \$ 2850.00

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

This financing statement Dated July 19, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name U.S. Communications of Westchester Inc.

Address 15 North Broadway, White Plains, NY 10601

2. SECURED PARTY

Name The ABL Corp.

Address 15 North Broadway, White Plains, NY 10601

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

See Schedule A attached hereto and made a part hereof.

RECORDING FEE  
RECORDING  
FOR SET  
FOR THE STATE OF  
NEW YORK  
CK  
JUL 20 1989  
MAR 27 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)  
US Communications of Westchester

(Signature of Debtor)

Terry Ballard - President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The ABL Corp.

John Cocola - Gen. Counsel

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-21-89

## SCHEDULE A

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

- A. All telephones, enclosures, booths, machinery, equipment, furniture and fixtures, and all other fixed assets, together with improvements, replacements, accessions and additions to them, wherever located, and whether now existing or hereafter acquired.
- B. All inventory, including, but not limited to, all raw material, work-in-process, finished goods and goods held for sale or lease, wherever located, in which borrower has or later acquires a right, and whether now existing or hereafter acquired.
- C. All accounts, deposit accounts, accounts receivable, chattel paper, instruments, documents, contract rights, general intangibles, choses in action, or other rights to payment, together with all renewals, and including all securities, guaranties, warranties, indemnity agreements, insurance policies, and other agreements pertaining to such rights to payment, wherever located in which borrower has or later acquires a right, whether now existing or hereafter arising.
- D. All present and future security deposits with various telephone carriers, together with any accrued interest therein, wherever located, in which borrower has or later acquires a right, whether now existing or hereafter arising.
- E. All Gross Receipts (as defined in certain agreements by and between borrower and secured party), wherever located and whether now existing or hereafter arising.
- F. All Location Agreements (as defined in certain agreements by and between borrower and secured party), wherever located and whether now existing or hereafter arising.
- G. All computer software programs for office use or telephone operation use in which borrower has or later acquires a right, wherever located and whether now existing or hereafter arising.
- H. All engineering drawings, designs, diagrams, memorandum, or notes in which borrower has or later acquires a right, wherever located and whether now existing or hereafter arising.
- I. All other assets, not described above, in which borrower has or later acquires a right, wherever located and whether now existing or hereafter arising.
- J. With respect to all the above, all improvements, replacements, additions, accessions thereto and all proceeds thereof including but not limited to insurance proceeds.

**PARTIES**

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

NASH DAVID R.  
LOT 57 PATUXENT HRP  
LOTHIAN MD 20711

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

NASH MARY V.  
LOT 57 PATUXENT HRP  
LOTHIAN MD 20711

**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:

BRYANT & BRYANT  
3242 SUPERIOR LANE #345  
BOWIE, MD 20715

**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):

BRYANT & BRYANT

*Henry M Bryant - President*

**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): **545-103** **Date, Time, Filing Office** (stamped by filing officer): **2/20/01**

**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): **5**

**Optional Special Identification** (Max 10 characters): **CK**

**COLLATERAL**

**Identify collateral** by item and/or type:

1979 CASTLE ROYAL 14 x 65  
SERIAL # 1VA78104642038 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 18 CFR 444.1112 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 NASH DAVID R. x *David R. Nash*

1a NASH MARY V. x *Mary V. Nash*

1b

**RETURN RECEIPT TO:**

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

STANDARD FORM - FORM UCC-1 (1-1-99)  
Approved by Secretary of Commonwealth of Pennsylvania

FILED OFFICE ORIGINAL  
NOTE - This page will not be returned by the Department of State.

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANDOKA, MN, 55303  
(612) 421-1713

278328

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No of Additional Sheets Required: \_\_\_\_\_

1 Debtor(s) (Last Name First and Address(es))  
 Tires Plus  
 4159 Mountain Road  
 Lake Shore Plaza  
 Pasadena, MD 21122

2 Secured Party(ies) Name(s) and Address(es)  
 Castrol Inc.  
 1500 Valley Road  
 Wayne, NJ 07474  
 Att: Loan Dept.

3  The Debtor(s) is transmitting this statement to the Filing Office. Date: \_\_\_\_\_

4 Filing Office Date Time No. Filing Office: \_\_\_\_\_

5 This Financing Statement covers the following type(s) of property:  
 SEE ATTACHED SCHEDULE "A"  
 "The equipment herein described is located on the premises of the debtor and title is vested in the name of the secured party herein named."  
 "Not subjected to Recordation Tax. There is NO Security Interest created."  
 Products of the Collateral are also covered

6 Assignor(s) of Secured Party and Address(es)  
 The assignor(s) is/are also required to file this statement.  
 The assignor(s) is/are not required to file this statement.  
 The assignor(s) is/are not required to file this statement. (Describe Real Estate Below)

7 Describe Real Estate Here: \_\_\_\_\_  
 This statement is to be indexed in the Real Estate Records.

8 Name of a Record Owner: \_\_\_\_\_

9 Name of Debtor: \_\_\_\_\_  
 Title or City: \_\_\_\_\_  
 County: \_\_\_\_\_  
 State: \_\_\_\_\_  
 ZIP: \_\_\_\_\_

10 This statement is filed with the debtor's signature to perfect a security interest in collateral. (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement; or  
 which is proceeds of the original collateral described above in which a security interest was perfected; or  
 acquired after a change of name, identity or corporate structure of the debtor; or  as to which the filing has taken effect already subject to a security interest in another jurisdiction  
 when the collateral was brought into the state; or  when the debtor's law has been changed to this state

Tires Plus John - D. Baxter Castrol Inc.  
 By John D. Baxter Signature of Debtor(s) Kenneth Cohn Signature of Secured Party(ies)

(5/82) Filing Office Copy - Notarized  
 STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

## SCHEDULE "A"

1	ALEMITE	D 2 30	Sight gauge
1	ALEMITE	NPN	Pipe tee
1	ALEMITE	NPN	Pipe ext.
1	ALEMITE	SW 250	225 bench tank
1	ALEMITE	1000	Str. union
1	ALEMITE	3685	Meter
1	ALEMITE	5604	Moisture sep.
1	ALEMITE	7604	Regulator
1	ALEMITE	8171	Reel only
1	ALEMITE	8568	LP pump
1	ALEMITE	70 4A4A4	6' hose
1	ALEMITE	317856	Hose assembly
1	ALEMITE	321206	Lo-level valve
1	ALEMITE	323449	Gauge
1	ALEMITE	326750	Adapter and sc.
1	ALEMITE	334547	Drain assembly
1	ALEMITE	337437	Hose stop

545-1106

275329

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

1. Debtor(s) (Last Name First) and Address(es): Tires Plus 2200 A Defense Hwy Crofton, Md. 21114	No. of Additional Sheets Presented	2. <input type="checkbox"/> The Debtor is a transferee of property.
	3. Secured Party(ies) Name(s) and Address(es): Castrol Inc. 1500 Valley Road Wayne, NJ 07470 Att: Loan Dept.	4. By Filing Office: Date, Time, No. Filing Office  CK
5. This Financing Statement covers the following types (or items) of property: "The equipment herein described is located on the business premises of the debtor and title is vested in the name of the secured party herein named." "Not subjected to Recordation Tax. There is NO Security Interest created." See attachment		6. Assignee(s) of Secured Party and Address(es)  <input type="checkbox"/> The described debts are growing or to be grown. <input type="checkbox"/> The described debts are to be paid in the future. <input type="checkbox"/> The number to be put on record is the sum including and excluding. *Describe Real Estate Being
8. Describe Real Estate Here: <input checked="" type="checkbox"/> Products of the Collateral are also covered.	9. Name of a Record Owner	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.

No. & Sheet	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box): <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					
By <u>Tires Plus - Joseph Pecosh</u>		By <u>Castrol Inc. - Kenneth Cohn</u>			
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)			

(1) FILING OFFICER COPY - NUMERICAL  
STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York  
(5/82)

Qty.	Make	Model	Serial Numbers	Description
1	Alemite			250 bench tank
1	"	8568		4:1 Pump
2	"	7235		50' overhead reel packages
2	"	3685		Control handles



CONDITIONAL SALE CONTRACT NOTE

545-109

TO: Elliott & Frantz, Inc. ("Seller") 10421 Guilford Road Jessup, MD 20794 FROM: A.A. Recycle & Sand, Inc. ("Buyer") 6931 Baltimore Annapolis Blvd. Baltimore, MD 21225

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

Table with 2 columns: Description of property purchased and financial items. (1) CASH SALE PRICE \$310,000.00, (2) DOWN PAYMENT In Cash \$31,000.00, (3) DOWN PAYMENT In Goods\*(Trade-In Allowance) \$0, (4) UNPAID BALANCE [Items (1) - (2) - (3)] \$279,000.00, (5) INSURANCE and other Benefits \$0, (6) OFFICIAL or DOCUMENTARY FEES \$25.00, (7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] \$279,025.00, (8) FINANCE CHARGE (Time Price Differential) \$102,182.00, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$381,207.00, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$412,207.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 6931 Baltimore Annapolis Blvd. Baltimore Baltimore Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Three hundred eighty one thousand two hundred seven and 00/100\*\*\*\*\* Dollars (\$381,207.00) the sum of the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 15th day of May, 19 89, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$6,353.45 and the final installment being in the amount of \$6,353.45 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 alter 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: April 24, 19 89 BUYER(S)-MAKER(S):

Accepted: Elliott & Frantz, Inc. (SEAL) A.A. Recycle & Sand, Inc. (SEAL) By: Robert L. Schaeffer JP By: William H. ... (SEAL)

This instrument prepared by

Seller, Mortgagee or Lessor:

Elliott & Frantz, Inc.

By: Robert L. Schaeffer JP

Purchaser, Mortgagor or Lessee:

A.A. Recycle & Sand, Inc.

By: William H. ...

**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) (U.S.) \_\_\_\_\_ (Guarantor-Endorser) (U.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to 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\_\_\_\_ (SEAL) } Signature of Seller  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature)  
 By: \_\_\_\_\_

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 April 24, 1989

between Elliott & Frantz, Inc. as Seller-Lessor-Mortgagee and A.A. Recycle & Sand, Inc. 6931 Baltimore Annapolis Blvd, Baltimore, MD 21225  
(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 unmaturred 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 \$381,207.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of April, 19 89

Elliott & Frantz, Inc. (Seal)

Seller-Lessor-Mortgagee

By: Robert L. Schaeffer VP

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

FICA-L-5A



SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 24, 19 89 between the undersigned.

UANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Universal Portable Concrete and Asphalt Recycling Plant with Side Discharge W/Vibrating Grizzly Feeder S/N _____, Loading Hopper Fabricated S/N _____, By-Pass Chute S/N _____, Jaw Crusher Model 3254 "WRB", S/N _____, V-Belt prime drive and motor mount, S/N _____ Caterpillar Model 3406 DITA Motor, S/N _____, V-Belt drive from Diesel Power Unit, S/N _____, Plate Feeder, S/N _____  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)	Caterpillar Loader	1974 950	81J7522

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:

Elliott & Frantz, Inc.

A.A. Recycle & Sand, Inc.

By: Robert L. Schaeffer VP

By: William H. [Signature]

278331

545-113

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
<i>Dinalaw Corporation (a corporation to be formed)</i> Inc.	2215	Defense Highway,	Crofton,	Maryland
Lawrence O. Okwali		7333 New Hampshire Avenue,	Hyattsville,	Md.
Virginia N. Okwali				

Name of Secured Party or assignee	No.	Street	City	State
Jiffy Maids, Inc.	1420	Albert Drive,	Mitchellville,	Md.

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

All in "Schedule A," (attached hereto).

Himelfarb & Podryhula  
1700 K Street, N.W., Suite 1105  
Washington, D.C. 20006

CK

RETURN TO:

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

CHECK  THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)  
*Dinalaw Corporation (a corporation to be formed)* Inc.

By: Lawrence O. Okwali, President

Lawrence O. Okwali

(Type or print name under signature)  
Virginia N. Okwali

Jiffy Maids, Inc. (Seal)

(Corporate, Trade or Firm Name)

Sandra Green

Signature of Secured Party or Assignee

President, Sandra Green

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

1350

# JEFFY MAIDS, INC.

7100 W. 10th Ave. Denver, Colorado  
 82002-1000  
 (303) 733-1111 FAX (303) 733-1111  
 (303) 733-1111 FAX (303) 733-1111 724-5385



## SCHEDULE "A"

### LIST OF EQUIPMENT

5	Mighty Mite Vacs
8	Upright Vacs
4	Office Desks
1	Lateral File
2	Calculators
4	Office Chairs
1	Compaq Computer (as is)
1	Okidata Printer
1	Compaq Monitor
1	Compaq Keyboard
	Assorted Software
1	Brother Typewriter
1	Electric Pencil Sharpener
2	Tape Dispensers
2	Staplers
1	Office End Table
1	Kitchen Table
4	Kitchen Chairs
1	Five-Tier Solution Dispenser
1	Office Refrigerator
1	Cash Box
4	Erasable Boards
3	Cork Boards
2	Answering Machines
4	Magnetic Signs
	Assorted Chairs
	Assorted Computer Software
	Assorted Liquid Cleaning Products
	Assorted Paper Cleaning Products
	Assorted Office Supplies
	Assorted Advertising Materials (Magnets, etc.)
	Assorted Cleaning Equipment (Mops, Brooms, etc.)
	Assorted Office Paper Products (Invoices, Turn-ins, etc.)
	Assorted Office Decorations (Christmas Tree, etc.)

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276004

RECORDED IN LIBER 536 FOLIO 406 ON Jan 11, 1989 (DATE)

1. DEBTOR

Name GNAU CONSTRUCTION COMPANY

Address 1230 Cronson Blvd., P.O. Box 3844, Crofton, MD. 21114

2. SECURED PARTY

Name INGERSOLL-RAND EQUIPMENT SALES

Address 5681 Main St., Elkridge, MD. 21227

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> <b>XX</b></p> <p>(Indicate whether amendment, termination, etc.)</p> <p><b>Termination</b></p>
<p>1 - Ingersoll-Rand Model SD40D, SN 5335 and all attachments and accessories thereto.</p>	

DS

RECORD FEE

POSTAGE

10.00

.30

10.30

10.30

Dated August 18, 1989

*Bradley W. Berger*

(Signature of Secured Party)

Bradley W. Berger, Admin. Mgr.

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. 271448

RECORDED IN LIBER 522 FOLIO 409 ON 1/28/88 (DATE)

1. DEBTOR

Name David J. Hutchison

Address 991 Mt. Airy Road; Davidsonville, MD 21035

2. SECURED PARTY

Name Hamilton Bank

Address P.O. Box 3850; 1097 Commercial Ave; Lancaster, PA 17604

WAS 12 East Market St; York, PA 17401

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <u>Termination</u> <input checked="" type="checkbox"/> <b>XX</b> (Indicate whether amendment, termination, etc.)</p>

DJ

Dated 8/18/89

Eugene J. Dragansky, CEO  
(Signature of Secured Party)

Hamilton Bank

Type or Print Above Name on Above Line

15P

545 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. \$2674.25

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.

1. DEBTOR 892 201 817 350  
Name MICHAEL ROBERT GRIM & LYNN MARIE GRIM 219-983626  
Address 539 MARC ROAD MILLERSVILLE, MD 21108

2. SECURED PARTY  
Name JOHN DEERE COMPANY DCS IF  
Address P.O. BOX 65090 WEST DES MOINES, IA 50265

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

3. Maturity date of obligation (if any) AUGUST 11, 1992  
4. This financing statement covers the following types (or items) of property: (list)

1989 EVINRUDE OUTBOARD  
MODEL #E40ECE  
SERIAL # 02280019

Name and address of Assignee  
RECEIVED  
POSTAGE  
PAID

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)
- (If collateral is goods which are or are to become fixtures) The above 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 Michael R Grim  
(Signature of Debtor)  
Michael R. Grim  
Type or Print Above Name on Above Line  
X Lynn Grim  
(Signature of Debtor)  
Lynn Grim  
Type or Print Above Signature on Above Line

Kathy Moore for John Deere Co.  
(Signature of Secured Party)  
Kathy Moore  
Type or Print Above Signature on Above Line

270005

545 118

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) Elliott & Frantz, Inc. 450 E. Church Road King of Prussia, PA 19406	2. Secured Party(ies) and address(es) <b>GENERAL ELECTRIC CAPITAL CORPORATION</b> 600 W. Germantown Pike Plymouth Meeting, PA 19462	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)  OK
4. This financing statement covers the following types (or items) of property One (1) Dynapac Vibratory Roller mdl. CA25, S/N 3131; One (1) Fiat Allis Motor Scraper mdl. 260B, S/N 281701379; One (1) Fiat Allis Motor Scraper mdl. 260B, S/N 281701408; With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof. Debtor is not authorized to sell equipment.		5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

Equipment location: Jessup, Anne Arundel County, MD

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 Anne Arundel County, MD MOBILE3RDQTR.'89 4005013, 4005464, and 4007257
<input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.	
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented	

By: \_\_\_\_\_ Signature(s) of Debtor(s)

By: James Scall Signature(s) of Secured Party(ies)

GENERAL ELECTRIC CAPITAL CORPORATION

(1) Filing Officer Copy - Alphabetical

118 STANDARD FORM - FORM UCC-1.

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 August 18, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Magnet Wire Company
Address 2615 East Hwy. 146, LaGrange, Kentucky 40031

2. SECURED PARTY

Name GLENFED Financial Corporation
Address 104 Carnegie Center, Princeton, New Jersey 08540
GLENFED Financial Corporation, Attn: N. Wagner
12720 Hillcrest Road, Suite 700, Dallas, TX 75230
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

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

All Inventory of the Debtor, whether now owned or hereafter acquired, and all proceeds thereof.

Name and address of Assignee
CK

CHECK [X] THE LINES WHICH APPLY

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

Albert W Tracy Jr.
(Signature of Debtor)

Albert W Tracy Jr. President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M. David T. Conover
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276161

RECORDED IN LIBER 537 FOLIO 176 ON Jan. 25, 1989 (DATE)

1. DEBTOR

Name Chesapeake Cabinet Co.  
Address 215 Najoles Rd., Millersville, MD 21108

2. SECURED PARTY

Name Colonial Distributors Inc.  
Address 5200 Sunnyside Ave., Beltsville, MD 20705  
Data File Services, Inc. - 1728 Olympic Blvd., Sanata Monica, CA 90404  
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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Amend Debtor's address to read:</p> <p style="text-align: center;">215 C.Najoles Rd. Millersville, MD 21108</p>	

Colonial Distributors Inc.

Dated \_\_\_\_\_

(See attached for signature)  
(Signature of Secured Party)

Type or Print Above Name on Above Line



545 121

275337

42287-40

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

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) <b>Rife, Garland M. &amp; Schell, Jeffrey H. " a partnership"</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS <b>215 Najoles Rd.</b>		1C. CITY, STATE <b>Millersville, MD</b>	1D. ZIP CODE <b>21108</b>
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL) <b>THIS IS A PARTNERSHIP; SEE EXTENTION SHEET(S) FOR ADDITIONAL NAMES AND/OR ADDRESSES.</b>		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) <b>DBA Chesapeake Cabinet Co.</b>		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME <b>Colonial Distributors Inc.</b> MAILING ADDRESS <b>5200 Sunnyside Ave.</b> CITY <b>Beltsville</b> STATE <b>MD</b> ZIP CODE <b>20705</b>		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

RECORDED  
INDEXED  
FEB 2 1989  
CK

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR (S) SIGNATURE (S) 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 A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (b) <input type="checkbox"/>		
9. <input checked="" type="checkbox"/> <i>Garland M Rife</i> DATE <i>9 Jan 89</i>		C O D E	
SIGNATURE (S) OF DEBTOR (S)			
TYPE OR PRINT NAME (S) OF DEBTOR (S) <b>Rife, Garland M. &amp; Schell, Jeffrey H.</b>			
SIGNATURE (S) OF SECURED PARTY (IES) <i>David Paul</i>		1	
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) <b>Colonial Distributors Inc.</b>		2	
11. RETURN COPY TO:		3	
NAME		4	
ADDRESS <b>DATA-FILE SERVICES, INC</b>		5	
CITY <b>1728 OLYMPIC BLVD.</b>		6	
STATE <b>SANTA MONICA, CA 90404</b>		7	
ZIP CODE		8	
		9	
		0	

FORM UCC-1

STATE OF MARYLAND

278333

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.

Inventory/Equipment

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

1. DEBTOR

Name Ballantine, Robert A. and Lewis, Charles, Individually and as Co-Makers  
Address 1797 Dorsey Road Hanover, MD 21076

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

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

RECEIVED  
FEB 28 1988  
MARYLAND STATE ARCHIVE  
CK

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 and Charles Lewis,  
Individually and as Co-Makers

(Signature of Debtor)

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

Charles Lewis  
(Signature of Debtor)

Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.

Type or Print Above Signature on Above Line

1850

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 11th day of August, 1989 by and betweenRobert A. Ballantine and Charles Lewis, Individually and as Co-Makers, having their principal place of business at 1797 Dorsey Road Hanover, MD 21076"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee".

## WITNESSETH

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

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement 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 personal 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 claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property 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 Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate; however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagee 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 Mortgagee 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 Mortgagee and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagee fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagee, 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 Mortgagee 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 Mortgagee 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 Mortgagee 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, Mortgagee has caused these presents to be duly executed, the day and year first above written

Robert A. Ballantine and Charles Lewis,  
Individually and as Co-Makers ..... (Seal)  
Mortgagee

ATTEST:

Secretary

By: Robert A. Ballantine (Title)  
By: Charles V. Lewis Jr

STATE OF Maryland  
COUNTY OF Anne Arundel

} ss

Robert A. Ballantine and Charles Lewis being duly sworn, deposes and says

They are  
1. ~~xxx~~ the Co-Makers

(hereinafter called "Mortgagee") described in and which executed the foregoing Mortgage

2. Mortgagee 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 Mortgagee has the sole right and lawful authority to mortgage the same

3. Mortgagee 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 Mortgagee, and no attachment or execution is now outstanding against any of Mortgagee's property. No receiver of Mortgagee has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagee, nor have there ever been any such proceedings affecting Mortgagee, and no assignment for the benefit of creditors has been made by Mortgagee.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagee as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_

NOTARY PUBLIC

Robert A. Ballantine  
Charles V. Lewis Jr

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:  
I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

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

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

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

(Notarial Seal)

NOTARY PUBLIC  
CAL-6(7-77)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 11, 19 89 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Caterpillar Articulated Truck	D25C	9YC500
<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:

Robert A. Ballantine and Charles Lewis  
Individually and as Co-Makers

By: *Robert A. Ballantine*  
By: *Charles Lewis*

**PARTIES**

**Debtor name** (last name first if individual) and mailing address:  
 AKERS LOYD E.  
 7738 TELEGRAPH RD CRESTWOOD MHP#64  
 SEVERN MD 21144 1

**Debtor name** (last name first if individual) and mailing address:  
 AKERS SHIRLEY I.  
 7738 TELEGRAPH RD CRESTWOOD MHP#64  
 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  
 WOODBRIDGE, 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.  
*[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): Date, Time, Filing Office (stamped by filing officer):

BOOK 545 PAGE 126  
 278339 CK 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. County  
 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 F & R 14 X 56  
 SERIAL # H1093BS8532GA 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):**

AKERS LOYD E. *Akers, Loyd E.*  
 AKERS SHIRLEY I. *Akers, Shirley I.* 11

**RETURN RECEIPT TO:**

GREEN TREE ACCEPTANCE, INC.  
 3062 PS BUSINESS CENTER  
 WOODBRIDGE, 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.

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

1. DEBTOR

Name INTERCAP GRAPHICS SYSTEMS, INC.  
Address 116 DEFENSE HIGHWAY STE 400 ANNAPOLIS, MD 21401

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION  
Address 64A PERIMETER CENTER EAST ATLANTA, GA 30346

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

- 1 MSF-300GS SUN W/O SCSI KIT
- 1 V-80 11-INCH PRINTER/PLOTTER
- 1 VT600 W LASER PRINTER MS-DOS UTILITY FONT
- 4 348MB DISK DRV W/CONTROLLER TO RUN ON A DN3000/3030 FAST ACTUATOR DRIVE
- 1 OBS/APO 4MB SA 155MBDK/FLOPPY
- 2 APOLLO 1MB MEMORY UPGRADE
- 1 LPR-3087-AS APO SX LEAFRIP RIPPRNT SERIAL

Name and address of Assignee  
\_\_\_\_\_

#0120432 (to include leases #02200, 02300, 02400, 02500, 02600, & 02700)

CHECK  THE LINES WHICH APPLY

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

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

INTERCAP GRAPHICS SYSTEMS, INC.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

(Signature of Secured Party)

[Signature]  
Type or Print Above Signature on Above Line

11

- an acknowledgement

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

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

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

Secured Party(ies) and address(es)

Illinois Bronze Paint Co.  
300 East Main Street  
Lake Zurich, Illinois 60047

Continental Illinois National  
Bank and Trust Company of Chicago  
n/k/a Continental Bank N.A.  
231 S. LaSalle St.  
Chicago, Illinois 60697

This Statement refers to original Financing Statement No. 260795

Date filed: March 14, 19 86 Filed with Anne Arundel County, MD

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

RETURN TO:

17/155006

LEXIS © DOCUMENT SERVICES

P. O. Box 2860  
Springfield, Illinois 62708

(Signature of Debtor, if required)  
Dated: July 14

(Debtor)

CONTINENTAL BANK N.A.

(Secured Party)

, 19 89

By [Signature]  
(Signature of Secured Party)

(1) FILING OFFICER COPY-ALPHABETICAL

This form of Financing Statement is approved by the Secretary of State.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272844

RECORDED IN LIBER 527 FOLIO 39 ON 05/17/88 (DATE)

1. DEBTOR

Name Trans-Financial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Assn.  
Address 7711 Quarterfield Road Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any)

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

Dated July 25, 1989

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

Anne Arundel County

1050  
Sent P.  
1375

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:  
Brooke Jr., Oliver Kern  
1204 Thompson Ave.  
Severn MD 21144

2. SECURED PARTY(IES) AND ADDRESS(ES):  
FORD MOTOR CREDIT COMPANY  
P. O. BOX 36475  
10710 MIDLOTHIAN TRAIL  
RICHMOND, VIRGINIA 23218

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

Book 481 Page 273

3. This statement refers to original Financing Statement No. 255 Dated Jan 3, 1985

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. Termination . . . . .   
The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

25

4. This transaction is exempt from the Recording Tax.

Filed with: Anne Arundel County

Ford Motor Credit  
(NAME OF SECURED PARTY)

Dated: July 27, 1989

By: Sondie Bryant

15.00

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 513

Page No. 24

Identification No. 267885

Dated 6/5/87

Lessee: AUTOMETRIC, INC.  
1. Debtor(s) Name or Names—Print or Type  
5205 Leesburg Pike, Suite 1308, Skyline 1, Falls Church VA 22041  
Address—Street No., City - County State Zip Code

Lessor: MARYLAND NATIONAL LEASING CORPORATION  
2. Secured Party Name or Names—Print or Type  
502 Washington Avenue, Towson, Baltimore Co., MD 21204  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

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

By changing the name of the Lessor to: MNC LEASING  
A DIVISION OF MNC CREDIT CORP

~~DEBTOR~~ Lessee:

~~SECURED PARTY~~ Lessor:

AUTOMETRIC, INC.

MARYLAND NATIONAL LEASING CORPORATION

(Company if applicable)

By:

*William A. Burk*

William A. Burk

Vice President

By:

*Constance Lancosko*

(Signature of ~~Secured Party~~ Lessor)

Constance Lancosko, Asst. V.P.  
Type or Print (Include title if Company)

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

Name and Address Ms. Terri Preston, MNC Leasing Corporation  
Lucas Broc Form F-1 502 Washington Avenue, Towson, MD 21204

1500

545 132

273311

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) Silk Greenhouse, Inc. 1401 Tampa East Blvd. Tampa, Florida <del>XXXXXX</del> 33619	(2) Secured Party(ies) (Name(s) And Address(es)) NCNB National Bank of Florida, 400 N. Ashley Drive Tampa, Florida 33602		as Agent
(3) (a) <input checked="" 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)		For Filing Officer

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

See Attached Exhibit A.

This UCC-1 is exempt from Taxation.

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

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)	Secured Party(ies) [or Assignees]
Silk Greenhouse, Inc.	NCNB National Bank of Florida
(By) <i>Stuart G. Lasher</i> V.P. FIN	(By) <i>Thomas Todd Lankford</i> Sr. Vice-President
Standard Form Approved by N.C. Sec. of State and other states shown above. Stuart G. Lasher, Vice President-Finance	Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numeral

UCC-1

35

EXHIBIT A

All of the Debtor's right, title and interest in and to all of its assets of every nature, including each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising:

(a) all Accounts,

(b) all Inventory,

(c) all Equipment,

(d) all files, correspondence, computer programs, tapes, discs and related data processing software which contain information identifying or pertaining to any of the Accounts or any Account Debtor, or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof,

(e) all contract rights and General Intangibles including all tax refunds,

(f) all patents, trademarks, trade names, copyrights and licenses now or hereafter owned and

(g) any and all products and process of any such Collateral (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the Collateral or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatsoever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.

"Accounts" means and includes accounts, general intangibles, chattel paper, instruments and documents, whether now owned or hereafter acquired by the Debtor. "General Intangibles" shall mean all intangible personal property of the Debtor of every kind and nature (other than accounts, chattel paper, documents and instruments) including, without limitation, choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, computer programs, and any guarantee claims, security interests or other security held by or granted to the Debtor to secure payment by anyone obligated under any of the Accounts.

"Inventory" means and includes any and all goods, merchandise and other personal property, including, without limitation, goods in transit, wheresoever located and whether now owned or hereafter acquired by the Debtor which is or may at any

time be held for sale of lease, furnished under any contract of service or held as raw materials, work-in-process, or supplies or materials used or consumed in the Debtor's business, including, without limitation, all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by the Debtor.

"Equipment" means all of the Debtor's now owned or hereafter acquired fixtures and equipment, including without limitation, furniture, vehicles, automotive repair equipment and trade fixtures.

The security interest also covers the proceeds, accessions to, substitutions for and all replacements and products of the foregoing and all of the property described herein and in subsections (a) through (g) are collectively referred to as the "Collateral".

The Collateral is located at:

8131 Governor Ritchey Highway  
Pasadena, Maryland 21122



**PARTIES** 8-17-89  
Debtor name (last name first if individual) and mailing address:  
Leader Drugs, Inc.  
2444 Solomon Island Road  
Annapolis, MD 21401

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))—  
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):

**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)

545 135

278342

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  
 County of **Anne Arundel** County  
 XXXXXXXX  
 real estate Records of \_\_\_\_\_ County

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters) **LEASE No. 0-17475-0**

**COLLATERAL**

Identify collateral by item and/or type

Vendor: PCS Supplies  
(1) New Sharp Computer System & Accessories

equipment lease does not create a security interest.  
This is a True Lease and is not subject to recordation tax.

(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 fixture 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:**

**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):

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): **Leader Drugs, Inc.**

By: *Albert Hillman PRES*  
**(NAME/TITLE)** Albert Hillman, 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.

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 Nationwide Mutual Insurance Company

Address One Nationwide Plaza Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street Columbus, Ohio 43287

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

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

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Sch 29 Anne Arundel Cty

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nationwide Mutual Insurance Company

J. Bauer  
(Signature of Debtor)

Jeffrey P. Bauer, Manager  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

The Huntington Leasing Company

Lawrence L. Duncan AVP  
(Signature of Secured Party)

Lawrence L. Duncan AVP  
Type or Print Above Signature on Above Line

1/80

6.6 38 JB 1414321

NATIONWIDE MUTUAL INSURANCE COMPANY

545-137

EXHIBIT "A"

Lease No. 89082 Schedule No. 29

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	408869	TA03	TABLE	140.00
	408866	SCRE	SCREEN	100.59
	408870	BK03	BOOKCASE	153.00
	408871	BK03	BOOKCASE	153.00
	408862	FV05	FILE	146.00
	408863	FV05	FILE	146.00
	408655	BK03	BOOKCASE	120.84
	408868	CH05	CHAIR	291.00
			TOTAL	\$1250.43

EQUIPMENT LOCATION:  
 2500 RIVA ROAD  
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
 TAX DISTRICT 20 0002

5244	408889	BK08	BOOKCASE	642.83
	408890	BK08	BOOKCASE	642.83
	408891	BK08	BOOKCASE	642.84
			TOTAL	\$1928.50

EQUIPMENT LOCATION:  
 222 BOSLEY AVE  
 TOWSON (BALTIMORE) MARYLAND  
 TAX DISTRICT 20 0003

5203	408750	BLSF	BINDER BIN	349.00	
	249824	PANE	PANEL	271.70	
	249825	PANE	PANEL	311.30	
	294826	PANE	PANEL	364.65	
	249818	PANE	PANEL	271.70	
	249819	PANE	PANEL	271.70	
	249820	PANE	PANEL	311.30	
	249821	PANE	PANEL	311.30	
	249822	PANE	PANEL	364.65	
	249823	PANE	PANEL	364.65	
				TOTAL	\$3191.95

EQUIPMENT LOCATION:  
 1202 PATRICK  
 FREDERICK (FREDERICK) MARYLAND  
 TAX DISTRICT 20 0010

545 RE 138

STATE OF MARYLAND

278344

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 Nationwide Mutual Insurance Company

Address One Nationwide Plaza Columbus, Ohio 43216

2. SECURED PARTY

Name The Huntington Leasing Company

Address 41 South High Street Columbus, Ohio 43287

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

3. Maturity date of obligation (if any) \_\_\_\_\_ *CK*

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

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

Name and address of Assignee

This filing is made for the purpose of notice only; it is the intention of the parties hereto that the lease for which notice is hereby given is a true lease and not a financing lease or a conditional sale.

Anne Arundel Sch 28

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

NATIONWIDE MUTUAL INSURANCE COMPANY

X *J Bauer*  
(Signature of Debtor)

Jeffrey P. Bauer, Manager

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

THE HUNTINGTON LEASING COMPANY

*Lawrence L. Duncan AVP*  
(Signature of Secured Party)

Lawrence L. Duncan-AVP

Type or Print Above Signature on Above Line

*1 T.S.U*

*6638UB 155163*

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

545 139

Lease No. 89081 Schedule No. 28

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5200	408867	TY01	TYPEWRITER	874.59
	400786	FOLD	FOLDING MACH	1973.70
	408887	TRAN	TRANSCRIBER	494.10
	286070	VEND	JUICE MACHINE	3953.24
	286071	VEND	JUICE MACHINE	3953.25
	408864		TRANSCRIBER	494.10
	408865		RECORDER	194.25
	408749	VCR	TV/VCR	672.50
			TOTAL	12609.73

EQUIPMENT LOCATION:  
 2500 RIVA ROAD  
 ANNAPOLIS (ANNE ARUNDEL) MARYLAND  
 TAX DISTRICT 20 0002

5202	408656	PKRE	PORTABLE RECORDER	194.25
------	--------	------	-------------------	--------

EQUIPMENT LOCATION:  
 6910 YORK ROAD  
 BALTIMORE (BALTIMORE) MARYLAND  
 TAX DISTRICT 20 0003

545 RE 140

278315

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

George C. Hoelscher, Jr.  
Robin L. Hoelscher

Chesapeake Mobile Court #187  
Hanover, Maryland 21076

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201  
Towson, Maryland 21204

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

USED 1987, Imperial Homes Corp. Sovereign #1810 Mobile Home  
60 X 28, Serial #IH871860AB

2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

*George C. Hoelscher, Jr.*  
 \_\_\_\_\_  
*Robin L. Hoelscher*  
 \_\_\_\_\_  
 \_\_\_\_\_

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.

10/8

278316

FINANCING STATEMENT

545 141

File Number \_\_\_\_\_

Name of Debtor: DUNDICS' ENTERPRISES, INC.

Address: 2448 HOLLY AVENUE, 200  
132 Holiday Court, Suite 205  
Annapolis, Maryland 21401

RECORD FEE 11.00  
POSTAGE CK .50  
MAY 27 1989  
M. EMIL SCHAFER  
AA CO. CIRCUIT COURT

Secured Party: American Systems Corporation

Address: 14200 Park Meadow Drive  
Chantilly, Virginia 22021

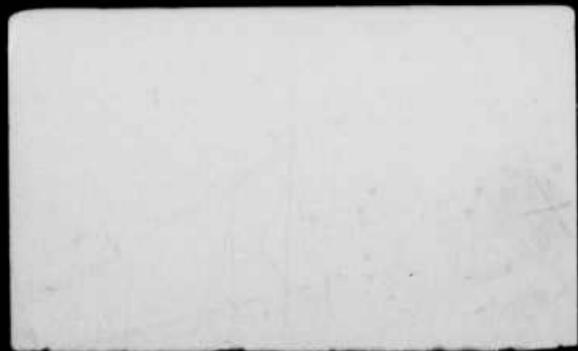
1. This financing statement covers the following property: All tangible and intangible assets of DUNDICS' ENTERPRISES, INC.
2. Proceeds are also to be covered.

DUNDICS' ENTERPRISES, INC.

*Marton Dundics*  
By: Marton Dundics, President

AMERICAN SYSTEMS CORPORATION

*H. Thomas Curran*  
By: H. Thomas Curran, Secretary





Financing Statment

(Continuation - Termination - Assignment - Partial Release - Amendment)

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

Record: [ ] Land } Liber 492 Folio 468 File # 259623
[ X ] Financing Statement
Recorded at \_\_\_\_\_ Date of Financing Statement 12/16/85

1. Debtor(s) (or assignor[s]) Name Address
Vintage Enterprises, Inc. 2903 Mountain Road Pasadena Maryland 21122

2. Secured Party
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check [ X ] The Lines Which Apply

- 3. [ ] A. Continuation. The original financing statement 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.
[ X ] B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
[ ] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
[ ] D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
[ ] E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
[ ] F.

RECORD FEE 10.00
#439610 D/T/T R03 T10:06
08/22/89
H. ERLE SCHAFER
CLERK OF COURT

[ ] G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ \_\_\_\_\_ has been incurred, and that recordation tax in the amount of \$ \_\_\_\_\_ was paid to \_\_\_\_\_ on or about \_\_\_\_\_.

Debtor(s)
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Date)

Secured Party:
Sovran Bank/Maryland
By: [Signature]
Jeffrey D. Weeks (Type Name)
Senior Vice President (Title)

White - Filing Officer's Copy Canary - Debtor's Copy Pink - Bank's Copy



Financing Statement

(Continuation - Termination - Assignment - Partial Release - Amendment)

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

Record: [ ] Land } Liber 515 Folio 563 File # 269035
[X] Financing Statement
Recorded at \_\_\_\_\_ Date of Financing Statement 8/13/87

Name Address
1. Debtor(s) (or assignor(s)) No. Street City State
Vintage Enterprises, Inc. 2903 Mountain Road Pasadena Maryland 21122

2. Secured Party
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check [X] The Lines Which Apply

- 3. [ ] A. Continuation. The original financing statement 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.
[X] B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
[ ] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
[ ] D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
[ ] E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)

RECORDING FEE 10.00
#137620 0177 R03 T10:06
08/22/89
H. ERLE SCHAFER
CIRCUIT COURT

[ ] G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ \_\_\_\_\_ has been incurred, and that recordation tax in the amount of \$ \_\_\_\_\_ was paid to \_\_\_\_\_ on or about \_\_\_\_\_.

Debtor(s)
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Date)

Secured Party:
Sovran Bank/Maryland
By: [Signature]
Jeffrey D. Weeks
Senior Vice President

White - Filing Officer's Copy Canary - Debtor's Copy Pink - Bank's Copy

08-8005 (4-88) Maryland Supply Center

Sovran Financial Corporation
Sovran Bank/Maryland

*(Continutation - Termination - Assignment - Partial Release - Amendment)*

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

Record:  Land } Liber 493 Folio 477 File # 259951  
 Financing Statement }  
 Recorded at \_\_\_\_\_ Date of Financing Statement 1/10/86

Name	Address			
1. Debtor(s) (or assignor[s])	No.	Street	City	State
George W. Phelps	109	Norman Avenue	Glen Burnie	Maryland 21061

2. Secured Party  
 Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

Check  *The Lines Which Apply*

3.  A. Continuation. The original financing statement 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 shown above.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
- D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)

DJ  
 RECORD FEE 10.00  
 #439630 0717 R03 010407  
 08/22/89  
 H. EARLE SCHAFER  
 AA CO. CIRCUIT COURT

- G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ \_\_\_\_\_ has been incurred, and that recordation tax in the amount of \$ \_\_\_\_\_ was paid to \_\_\_\_\_ on or about \_\_\_\_\_.

Debtor(s)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Date)

Secured Party:  
 Sovran Bank/Maryland

By: *Jeffrey D. Weeks*  
 Jeffrey D. Weeks  
(Type Name)  
 Senior Vice President  
(Title)

White - Filing Officer's Copy    Canary - Debtor's Copy    Pink - Bank's Copy



545 page 146



Financing Statement

(Continuation - Termination - Assignment - Partial Release - Amendment)

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

Record: [ ] Land } Liber 492 Folio 459 File # 259617
[X] Financing Statement
Recorded at \_\_\_\_\_ Date of Financing Statement 12/16/85

Name Address
1. Debtor(s) (or assignor[s]) No. Street City State
Joel T. Lisman 9006 Side Hill Road Ellicott City Maryland 21043

2. Secured Party
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

DJ
RECORD FEE 10.00
#437650 0177 903 110407
08/22/89
H. ERLE SCHAFER
AN CO. CIRCUIT COURT

Check [X] The Lines Which Apply

- 3. [ ] A. Continuation. The original financing statement 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.
[X] B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
[ ] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below. Secured Party's rights under the financing statement bearing the File Number shown above.
[ ] D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
[ ] E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
[ ] F.
[ ] G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ \_\_\_\_\_ has been incurred, and that recordation tax in the amount of \$ \_\_\_\_\_ was paid to \_\_\_\_\_ on or about \_\_\_\_\_.

Debtor(s)
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Date)

Secured Party:
Sovran Bank/Maryland
By: [Signature]
Jeffrey D. Weeks
Senior Vice President

White - Filing Officer's Copy Canary - Debtor's Copy Pink - Bank's Copy

# 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 ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

For collateral located in Maryland:  
 Not Subject to Recordation Tax  
 Subject of Recordation Tax  
Principal Amount \$ \_\_\_\_\_

Number Of Sheets Attached 0

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anne Arundel  
 Clerk of the Circuit Court.  
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

275943/536/287

Index numbers of subsequent statements (For office use only)

Name & mailing address of all Debtors, trade styles, etc. **No other name will be indexed.**  
Maryland Precast Corporation  
508 Dugiulian Boulevard  
Glen Burnie, MD 21061

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

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

DT

Name & Address of Secured Party  
Crestar Bank  
919 East Main Street  
Richmond, VA 23219  
Attention: Audra Fulcher

Name & Address of Assignee

Description of collateral covered by original financing statement

All of Company's accounts, inventory, equipment and machinery now existing or hereinafter acquired.

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.

CRESTAR BANK Date: 11/11/89  
By: Gary W. Wilthoff Vice President

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

10.50

545 - 148

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

1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corporation The Steffey Bldg. #200-B 407 Crain Hwy. 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	3. Maturity date (if any): <u>COMP ENG. 2</u> For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>263749</u> Folio# <u>503</u> Book# <u>502</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>Sept. 16</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Assignee: \_\_\_\_\_ No. of additional Sheets presented: \_\_\_\_\_  
 Baltimore Federal Financial, F.S.A.

By: [Signature] By: [Signature]  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical **STANDARD FORM - FORM UCC-3**



## To be Recorded:

\_\_\_\_\_ Among the Land Records of Anne Arundel County, Maryland

\_\_\_\_\_ Among the Financing Statement Records of Anne Arundel County, Maryland

\_\_\_\_\_ Among the Records of the Maryland State Department of Assessments and Taxation.

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Article of the Annotated Code of Maryland

Principal Amount is \$5,000,000.00

The appropriate recordation taxes have been paid upon the filing of a Deed of Trust and Security Agreement (the "Deed of Trust") recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

Debtor: BURWOOD ROAD ASSOCIATES  
LIMITED PARTNERSHIP  
540 Baltimore Annapolis Boulevard  
Severna Park, Maryland 21146

Secured Party: SIGNET BANK/MARYLAND  
7 St. Paul Street  
Baltimore, Maryland 21202  
Attn: Residential Construction

1. This Financing Statement covers all of the Debtor's right, title and interest in and to:
  - a. All equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future construction, utilization, enjoyment, occupation, or operation of the property located in Glen Burnie, Anne Arundel County, Maryland (the "Property"), and described in Exhibit A attached hereto, for so long as such items are or remain personal property and not fixtures or permanent additions to the Property.
  - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Property, for so long as such items are or remain personal property and not fixtures or permanent additions to the Property.
  - c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts,

RJW:017203:8/7/89

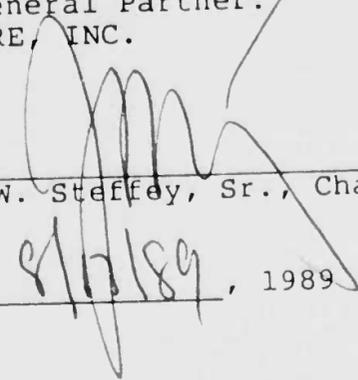
7400  
26

- subcontracts, 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 Property and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the 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.
  - e. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust executed this day by the Debtor or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - f. All leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property.
  - g. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale and all franchise or license agreements or management agreements for all or any portion of the Property, or for any business conducted thereon.
  - h. 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.
  - i. All fixtures of the Property.
2. The proceeds and products of the above-described property are secured, as are future advances, after-acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the above-described property.

3. The Debtor certifies that no recording tax is due in connection with the filing of this financing statement.

DEBTOR:  
BURWOOD ROAD ASSOCIATES LIMITED PARTNERSHIP

By its General Partner:  
WHITE ACRE, INC.

By:  (SEAL)  
John W. Steffey, Sr., Chairman of the Board

Date: 8/7/89, 1989

Filing Officer: After Recording Please Return To:

Robert E. Scher, Esquire  
Ober, Kaler, Grimes & Shriver  
1600 Maryland National Bank Bldg.  
10 Light Street  
Baltimore, Maryland 21202  
(301) 685-1120

E+M+B 15 A

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Planners - Surveyors*  
PASADENA, MARYLAND

JB/caw  
04-88-012X

BOUNDARY DESCRIPTION OF PART OF THE  
THOMAS SHIPLEY ET.AL. PROPERTY SITUATED  
ON THE  
NORTH SIDE OF PROPOSED BURWOOD ROAD  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

545 153

PARCEL NO. 1

BEGINNING for the same at an iron pipe set marking the northwest corner of the subdivision entitled Burwood Gardens, recorded among the plat records of Anne Arundel County in Plat Book 41, Page 6, said pipe being located South 85 degrees 34 minutes 17 seconds West 136.76 feet from a stone found at the end of the North 84 degrees 57 minutes 20 seconds East 136.76 foot line as shown on the aforementioned record plat, thence binding reversely on the west boundary line of the abovementioned subdivision plat, and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

- 1.) South 05 degrees 22 minutes 59 seconds East 447.34 feet, thence binding on the north right-of-way lines of proposed Burwood Road, having a variable width right-of-way as shown on the Anne Arundel County, Maryland Department of Public Works Right-Of-Way Plat No. 15735, the thirteen following bearing and distances,
- 2.) North 66 degrees 03 minutes 56 seconds West 60.53 feet, thence
- 3.) North 87 degrees 48 minutes 13 seconds West 52.68 feet, thence
- 4.) North 72 degrees 34 minutes 18 seconds West 51.91 feet, thence
- 5.) North 84 degrees 51 minutes 40 seconds West 51.91 feet, thence
- 6.) North 72 degrees 26 minutes 47 seconds West 69.08 feet, thence
- 7.) North 81 degrees 35 minutes 10 seconds West 33.93 feet, thence
- 8.) South 76 degrees 36 minutes 45 seconds West 53.85 feet, thence
- 9.) North 81 degrees 35 minutes 10 seconds West 200.00 feet, thence

Shipley ET.AL. Property

Page 2

August 3, 1989

515 PAGE 151

- 10.) North 56 degrees 10 minutes 42 seconds West 22.14 feet, thence
- 11.) North 56 degrees 15 minutes 23 seconds West 33.19 feet, thence
- 12.) North 56 degrees 07 minutes 54 seconds West 27.69 feet, thence
- 13.) North 56 degrees 10 minutes 09 seconds West 138.40 feet, thence
- 14) North 70 degrees 16 minutes 34 seconds West 101.98 feet, thence binding on the north right-of-way lines as shown on the Burwood Road right-of-way plat no. 15734, the ten following bearings and distances,
- 15.) North 78 degrees 13 minutes 11 seconds West 85.15 feet, thence
- 16.) South 08 degrees 24 minutes 50 seconds West 80.00 feet, thence
- 17.) North 81 degrees 35 minutes 10 seconds West 115.00 feet, thence
- 18.) North 78 degrees 34 minutes 24 seconds West 190.26 feet, thence
- 19.) North 08 degrees 24 minutes 50 seconds East 75.00 feet, thence
- 20.) South 79 degrees 58 minutes 44 seconds West 189.74 feet, thence
- 21.) South 08 degrees 24 minutes 50 seconds West 75.00 feet, thence
- 22.) North 81 degrees 35 minutes 10 seconds West 330.00 feet, thence
- 23.) North 75 degrees 52 minutes 32 seconds West 50.25 feet, thence
- 24.) North 81 degrees 36 minutes 33 seconds West 200.77 feet, thence binding on the south boundary line of a subdivision entitled Plat Three, Section Two, Heritage Hill, recorded among the aforesaid plat records in Plat Book 95, Folio 34
- 25.) North 85 degrees 38 minutes 42 seconds East 607.74 feet to an iron pipe found, thence binding on the south boundary lines of a subdivision entitled Heritage Hill, Section III, recorded among the aforesaid plat record in Plat Book 76, Page 2,

26.) North 85 degrees 45 minutes 26 seconds East 527.12 feet to a stone found, thence continuing on said south boundary line and on the south boundary lines of subdivisions entitled, Amended Heritage Hill Condominium I Property Regime, and part of subdivision, Woodcrest Apartments, plats recorded among the aforesaid plat records in Plat Book 55, Page 38, and Plat Book 33, Page 21 respectively,

27.) North 85 degrees 34 minutes 17 seconds East 823.59 feet to the point of beginning,

CONTAINING 8.410 Acres of land, more or less.

SUBJECT to revertible easements shown on Anne Arundel County Department of Public Works Right-Of-Way Plat Numbers 15734 and 15735.

ALSO subject to easement to Anne Arundel County, Maryland. which by deed dated November 10, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4765 at Folio 428.

BEING part of the conveyance from Dorothy H. Boehm, Trustee, to Thomas Shipley, George Shipley, and Betty L. Chalk by deed dated June 23, 1986, recorded among the Land Records of Anne Arundel County, Maryland in Liber 4092, Folio 648.

BEING ALSO all of Parcel No.1 as shown on an unrecorded plat entitled "Boundary Plat, Shipley Property", by John E. Harms, Jr. & Associates Inc. and dated September, 1988, and revised in August, 1989.

5/2/89  
JB/bmk  
Shipley.Parcel2

BOUNDARY DESCRIPTION OF PART OF THE  
THOMAS SHIPLEY ET. AL. PROPERTY  
SITUATED ON THE SOUTH SIDE OF  
PROPOSED BURWOOD ROAD  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

545 156

PARCEL NO. 2

BEGINNING for the same at an iron pipe found that marks the southwesternmost corner of that parcel of land which by deed dated August 1, 1983, and recorded among the land records of Anne Arundel County, Maryland in Liber 3626 at Folio 302, was granted and conveyed by Consolidated Management, Inc., (formerly known as Uplands, Inc.) to John Gordon Brewis and Francis X. Brewis, and also the southwesternmost corner as shown on a plat entitled "Burwood Gardens", recorded among the plat records of Anne Arundel County, Maryland, in Plat Book 41 at Page 6, said point also being located on the northernmost or South 85 degrees, 59 minutes East 1953.08 feet line of a record plat entitled "Glenmore - Section No. 5", recorded among the aforementioned plat records in Plat Book 24 at Page 18, running thence reversely with and binding on part of said line, passing over an iron pipe found at a distance of 506.46 feet, and an iron pipe found at a distance of 573.37 feet, and referring the courses of the description contained herein to the MARYLAND STATE GRID MERIDIAN,

- 1.) South 86 degrees, 28 minutes, 55 seconds West 610.60 feet to a concrete monument at the westernmost end of said line, thence running reversely with and binding on part of the North 69 degrees, 45 minutes East 1218.64 feet line as shown on the secondly mentioned plat above,
- 2.) South 62 degrees, 10 minutes, 38 seconds West 152.37 feet to a concrete monument at the end of the seventh (7th) or South 38 degrees, 23 minutes 30 seconds East 637.10 feet line of that parcel of land

which by deed dated October 18, 1957, and recorded among the  
aforementioned land records in Liber G.T.C. 1161 at Folio 431, was  
granted and conveyed by Mattie M. Shipley Et. Al., to the Board of  
Education of Anne Arundel County, Maryland, thence leaving the outline  
of the aforementioned plat of Glermore-Section No. 5, and running  
reversely with and binding on part of the lastly mentioned line above,

- 3.) North 45 degrees, 59 minutes, 03 seconds West 463.58 feet to a point  
on the southernmost right-of-way line of proposed Burwood Road  
(variable width right-of-way) as shown on the Anne Arundel County,  
Maryland, Department of Public Works right-of-way plats numbered 15734  
and 15735, thence leaving the Board of Education Property and running  
with and binding on part of the aforementioned right-of-way line of  
Burwood Road, the following twelve (12) courses and distances,
- 4.) South 87 degrees, 17 minutes, 48 seconds East 112.35 feet,
- 5.) South 73 degrees, 03 minutes, 19 seconds East 101.12 feet,
- 6.) South 85 degrees, 52 minutes, 31 seconds East 200.56 feet,
- 7.) North 87 degrees, 06 minutes, 14 seconds East 50.99 feet,
- 8.) North 79 degrees, 07 minutes, 26 seconds East 105.95 feet,
- 9.) South 84 degrees, 41 minutes, 53 seconds East 184.20 feet,
- 10.) South 85 degrees, 17 minutes, 46 seconds East 63.34 feet,
- 11.) South 85 degrees, 17 minutes, 38 seconds East 48.16 feet,
- 12.) South 89 degrees, 51 minutes, 09 seconds East 49.09 feet,
- 13.) South 82 degrees, 46 minutes, 55 seconds East 48.48 feet,
- 14.) North 81 degrees, 57 minutes, 38 seconds East 52.45 feet, and
- 15.) 58.40 feet along the arc of a curve to the right, having a radius of

Thomas Shipley Property

Page 3

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August 14, 1989

2257.51 feet, and being subtended by a chord of South 74 degrees, 16 minutes, 01 seconds East 58.40 feet to a point at the end of the first (1st) or North 05 degrees, 10 minutes, 17 seconds West 150.00 feet, more or less, line of the firstly mentioned deed of conveyance above, thence running reversely with and binding on all of said line,

16.) South 05 degrees, 22 minutes, 59 seconds East 146.67 feet to the point of BEGINNING,

CONTAINING 4.402 Acres of land, more or less.

BEING all of parcel 2 as shown on an unrecorded plat entitled "Boundary Plat, Shipley Property", by John E. Harms, Jr. & Associates, Inc., dated September, 1988, and revised in August, 1989.

BEING ALSO part of that parcel of land which by deed dated June 23, 1986, and recorded among the aforementioned land records in Liber 4092 at Folio 648, was granted and conveyed by Dorothy H. Boehm, Trustee, to Thomas Shipley, George Shipley, and Betty Lou Chalk.

3/2/89  
JB/bmk  
Shipley.Parcel3

BOUNDARY DESCRIPTION OF PART OF THE  
THOMAS SHIPLEY ET. AL. PROPERTY  
SITUATED ON THE SOUTH SIDE OF  
PROPOSED BURWOOD ROAD  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

545 159

PARCEL NO. 3

BEGINNING for the same at a concrete monument at the end of the fifth (5th) or North 33 degrees 48 minutes East 408.08 feet line of that deed of conveyance which by deed dated October 18, 1957, and recorded among the land records of Anne Arundel County, Maryland, in Liber G.T.C. 1161 at Folio 431, was granted and conveyed by Mattie M. Shipley et al, to the Board of Education of Anne Arundel County, Maryland, running thence reversely with and binding on part of said line, and referring the courses of the description contained herein to the MARYLAND STATE GRID MERIDIAN,

- 1.) South 26 degrees 14 minutes 25 seconds West 404.88 feet to a point on the existing right-of-way line of Furnace Branch Road, thence running with and binding on said right-of-way line,
- 2.) North 49 degrees 26 minutes 32 seconds West 8.55 feet,
- 3.) North 41 degrees 08 minutes 12 seconds West 97.60 feet,
- 4.) North 31 degrees 09 minutes 52 seconds West 98.19 feet, and
- 5.) North 27 degrees 20 minutes 32 seconds West 21.97 feet to a point on the existing right-of-way line of Furnace Branch Road conn. No. 1 (parcel No. 1) as shown on the Anne Arundel County, Maryland, Department Of Public Works Right-Of-Way Plat No. 15733, thence running with and binding on said right-of-way line, the following six (6) courses and distances,
- 6.) North 17 degrees 27 minutes, 37 seconds West 38.16 feet,

Thomas Shipley Property

Page 2

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- 7.) 262.71 feet along the arc of a curve to the right, having a radius of 455.90 feet, and being subtended by a chord of North 08 degrees 05 minutes, 40 seconds West 259.09 feet,
- 8.) North 08 degrees 24 minutes 50 seconds East 270.00 feet,
- 9.) North 50 degrees 41 minutes 15 seconds East 14.87 feet,
- 10.) North 45 degrees 58 minutes 57 seconds East 49.20 feet, and
- 11.) North 53 degrees 24 minutes 51 seconds East 14.14 feet to a point on the southernmost right-of-way line of proposed Burwood Road (variable width right-of-way) as shown on the aforementioned Department of Public Works Right-Of-Way Plat No. 15733, and Right-Of-Way Plat No. 15734, thence running with and binding on part of said right-of-way line, the following four (4) courses and distances.
- 12.) North 81 degrees 42 minutes 52 seconds East 52.20 feet,
- 13.) South 84 degrees 26 minutes 55 seconds East 200.25 feet,
- 14.) South 81 degrees 35 minutes 10 seconds East 590.00 feet, and
- 15.) South 08 degrees 24 minutes 50 seconds West 33.46 feet to a point on and distance South 62 degrees 10 minutes 48 seconds West 132.63 feet from a concrete monument at the end of the sixth (6th) or North 69 degrees 45 minutes East 776.55 feet line of that deed of conveyance mentioned above, thence running reversely with and binding on part of said line,
- 16.) South 62 degrees 10 minutes 48 seconds West 643.27 feet to the point of BEGINNING,

CONTAINING 8.025 acres of land, more or less.

Subject to revertible easements shown on Anne Arundel County Department Of Public Works Right-Of-Way Plats Numbered 15733 and 15734.

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Thomas Shipley Property

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SUBJECT to a pole line agreement to Consolidated Gas and Electric Light and Power Company of Baltimore, which by deed dated July 10, 1944, was recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. 319 at Folio 450.

ALSO subject to a storm water drainage facility to Anne Arundel County, Maryland, which by deed dated January 9, 1956 was recorded among the land records of Anne Arundel County, Maryland in Liber 1080 at Folio 510.

ALSO subject to a pole line agreement to the Chesapeake and Potomac Telephone Company of Baltimore City, which by deed dated January 9, 1917, was recorded among the land records of Anne Arundel County, Maryland in Liber G.W. 126 at Folio 369.

BEING all of parcel 3 as shown on an unrecorded plat entitled "Boundary Plat, Shipley Property", by John E. Harms, Jr. & Associates, Inc., dated September, 1988, and revised in August, 1989.

BEING ALSO part of that parcel of land which by deed dated June 23, 1986, and recorded among the aforementioned land records in Liber 4092 at Folio 648, was granted and conveyed by Dorothy H. Boehm, Trustee, to Thomas Shipley, George Shipley, and Betty Lou Chalk.

BEING ALSO part of the lands which by deed dated December 22, 1954, and recorded among the aforementioned land records in Liber 892 at Folio 174, was granted and conveyed by Glen Branch Homes, Inc., to Mattie Shipley and Thomas P. Shipley.

3/3/89  
JB/bmk  
Shipley.Parcel4

BOUNDARY DESCRIPTION OF PART OF THE  
THOMAS SHIPLEY ET. AL. PROPERTY  
SITUATED ON THE SOUTH SIDE OF  
EXISTING BURWOOD ROAD  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

545 162

PARCEL NO. 4

BEGINNING for the same at the end of the seventy-fifth (75th) or South 08 degrees 24 minutes 50 seconds West 36.46 feet line of parcel No. 1 as shown on the Anne Arundel County, Maryland, Department of Public Works Right-Of-Way plat No. 15733, said point also being located on the northernmost right-of-way line of existing Furnace Branch Road, running thence reversely with and binding on all of the aforementioned 75th line, leaving the right-of-way line of existing Furnace Branch Road, and referring the courses of the description contained herein to the MARYLAND STATE GRID MERIDIAN,

- 1.) North 08 degrees 24 minutes 50 seconds East 38.37 feet to a point on the southernmost right-of-way line of existing Burwood Road as shown on the aforementioned right-of-way plat No. 15733, thence running with and binding on part of said right-of-way line, the following five (5) courses and distances,
- 2.) South 65 degrees 38 minutes 27 seconds East 72.80 feet,
- 3.) South 75 degrees 52 minutes 32 seconds East 100.50 feet,
- 4.) South 78 degrees 43 minutes 25 seconds East 100.12 feet,
- 5.) South 84 degrees 26 minutes 55 seconds East 100.12 feet, and
- 6.) North 76 degrees 36 minutes 45 seconds East 80.78 feet to a point on the westernmost right-of-way line of existing Furnace Branch Road conn. No. 1 as shown on the aforementioned plat, thence leaving the right-of-way line of Burwood Road and running with and binding on the

lastly mentioned right-of-way line above, the following five (5) courses and distances,

- 7.) South 02 degrees 42 minutes 12 seconds West 100.50 feet,
- 8.) South 02 degrees 42 minutes 12 seconds West 50.25 feet,
- 9.) South 08 degrees 24 minutes 50 seconds West 85.00 feet,
- 10.) South 81 degrees 35 minutes 10 seconds East 50.00 feet, and
- 11.) South 08 degrees 24 minutes 50 seconds West 40.00 feet to a point on the northernmost right-of-way line of existing Furnace Branch Road conn. No. 2 as shown on the aforementioned plat, thence leaving the right-of-way line of existing Furnace Branch Road conn. No. 1 and running with and binding on the right-of-way line of existing Furnace Branch Road conn. No. 2, the following five (5) courses and distances,
  - 12.) South 61 degrees 32 minutes 38 seconds West 25.00 feet,
  - 13.) 137.64 feet along the arc of a curve to the right, having a radius of 212.62 feet, and being subtended by a chord of North 63 degrees 02 minutes 28 seconds West 135.25 feet,
  - 14.) North 48 degrees 29 minutes 37 seconds West 43.05 feet,
  - 15.) North 49 degrees 04 minutes 17 seconds West 25.08 feet, and
  - 16.) South 45 degrees 30 minutes 15 seconds West 9.43 feet to a point on the aforementioned northernmost right-of-way line of existing Furnace Branch Road, thence running with and binding on said right-of-way line, the following six (6) courses and distances,
    - 17.) North 39 degrees 06 minutes 52 seconds West 14.40 feet,
    - 18.) North 46 degrees 14 minutes 02 seconds West 95.34 feet,
    - 19.) North 49 degrees 11 minutes 12 seconds West 15.47 feet,

Thomas Shipley Property

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August 14, 1989

- 20.) North 50 degrees 02 minutes 19 seconds West 34.62 feet,
- 21.) North 52 degrees 41 minutes 49 seconds West 142.05 feet, and
- 22.) North 57 degrees 45 minutes 19 seconds West 47.62 feet to the point of beginning, containing 1.547 acres of land, more or less.

Subject to the revertible easement shown on Anne Arundel County Department of Public Works Right-Of-Way Plat No. 15733.

ALSO subject to an agreement with Anne Arundel County Sanitary Commission, which by deed dated November 4, 1964, was recorded among the land records of Anne Arundel County, Maryland in Liber 1808 at Folio 543.

ALSO subject to a pole line agreement to Consolidated Gas and Electric Light and Power Company of Baltimore, which by deed dated July 10, 1944, was recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. 319 at Folio 450.

ALSO subject to a pole line agreement to the Chesapeake and Potomac Telephone Company of Baltimore City, which by deed dated January 9, 1917, was recorded among the land records of Anne Arundel County, Maryland in Liber G.W. 126 at Folio 369.

BEING all of parcel 4 as shown on an unrecorded plat entitled "Boundary Plat, Shipley Property", by John E. Harms, Jr. & Associates, Inc., dated September, 1988, and revised in August of 1989.

BEING ALSO part of that parcel of land which by deed dated June 23, 1986, and recorded among the aforementioned land records in Liber 4092 at Folio 648, was granted and conveyed by Dorothy H. Boehm, Trustee, to Thomas Shipley, George Shipley, and Betty Lou Chalk.

BEING ALSO part of the lands which by deed dated December 22, 1954, and

Thomas Shipley Property

Page 4

August 14, 1989

recorded among the aforementioned land records in Liber 892 at Folio 174, was granted and conveyed by Glen Branch homes, Inc., to Mattie Shipley and Thomas P. Shipley.

BOUNDARY DESCRIPTION OF PART OF THE  
THOMAS SHIPLEY ET. AL. PROPERTY  
SITUATED ON THE NORTH SIDE OF  
PROPOSED BURWOOD ROAD  
FIFTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

ShipleY.Parcel5

545-166

PARCEL NO. 5

BEGINNING for the same at a point on the northwest right-of-way line of Burwood Road, of variable width, said point located North 08 degrees 24 minutes 50 seconds East 105.00 feet measured at right angles from baseline line of right-of-way station 107+15 as shown on Anne Arundel County, Department of Public Works, Right-Of-Way Plat No. A-595 thence binding on said existing right-of-way line the four following courses, with meridian referred to the MARYLAND STATE GRID,

- 1.) North 08 degrees 24 minutes 50 seconds East 80.00 feet, thence
- 2.) South 78 degrees 13 minutes 11 seconds East 85.15 feet, thence
- 3.) South 70 degrees 16 minutes 34 seconds East 101.98 feet, thence
- 4.) South 56 degrees 10 minutes 09 seconds East 138.40 feet, thence  
running southerly and westerly establishing three new right-of-way  
lines for Burwood Road
- 5.) South 08 degrees 24 minutes 50 seconds West 25.60 feet to a point  
located North 08 degree 24 minutes 50 seconds East 75.00 feet measured  
at right angles from Baseline Station 110+25 incorrectly called 110+35  
in the deed dated August 25, 1988, from Anne Arundel County, Maryland  
to George R. Shipley, ET.AL., and recorded among the land records of  
Anne Arundel County, Maryland in Liber 4893 at Folio 417, thence
- 6.) North 74 degrees 36 minutes 18 seconds West 246.83 feet to a point  
located North 08 degrees 24 minutes 50 seconds East 105.00 feet

measured at right angles from Baseline Station 107+80, thence

7.) North 81 degrees 35 minutes 10 seconds West 65.00 feet to the point  
of beginning,

CONTAINING 19,925 square feet or 0.457 acres of land, more or less.

BEING all of parcel 5 as shown on an unrecorded plat entitled "Boundary  
Plat, Shipley Property", by John E. Harms, Jr. & Associates, Inc., dated  
September, 1988, and revised in August of 1989.

BEING ALSO all of the conveyance from Anne Arundel County, Maryland, a  
body corporate and public of the State of Maryland, to George R. Shipley,  
Thomas Shipley, and Betty Lou Chalk, by deed dated August 25, 1988, and recorded  
among the Land Records of Anne Arundel County, Maryland in Liber 4893 at Folio  
417.

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

If transaction or transactions wholly or partially subject to 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 4, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard I. Hochman, M.D., P.A.  
Address 16 Murray Avenue Annapolis, Maryland 21401

2. SECURED PARTY

Name Contel credit Corporation  
Address 64A Perimeter Centre Parkway  
Atlanta, Georgia 30346

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Versyss ATS 16 Computer System  
with (3) C321 Peripherals and  
(1) P3001 Printer

0131392-00100

Name and address of Assignee

"CONDITIONAL SALES contract-exempt  
FROM RECORDATION TAX"

CHECK  THE LINES WHICH APPLY

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

*[Handwritten Signature]*  
(Signature of Debtor)

RICHARD I HOCHMAN MD  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Handwritten Signature]*  
(Signature of Secured Party)

ROSETTA BESLOW-LEASE OPERATIONS SPECIALIST

Type or Print Above Signature on Above Line

11-

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 AUGUST 16, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT A. GAUG

Address 1478 ST. STEPHENS CHURCH RD. ANNE ARUNDEL COUNTY, CROWNSVILLE, MD 21032

2. SECURED PARTY:

Name JI GLADHILL TRACTOR MART, INC.

Address P. O. 900 EAST PATRICK STREET FREDERICK, MARYLAND 21701

50263

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

3. Maturity date of obligation (if any) 01 AUG 1992

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

- 1. New JOHN DEERE MODEL 709 PULL TYOE ROTORY MOWER # W00709E053378
- 2. New John Deere Model 318 L&G Tractor #M00318X600695
- 3. New John Deere 50" MID-MOUNT MOWER # M01013X581572

SECURED PARTY ASSIGNS ALL RIGHTS & INTEREST TO:

JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES, IA 50265

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Robert A. Gaug  
(Signature of Debtor)

ROBERT A. GAUG  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gladhill Tractor Mart Inc  
(Signature of Secured Party)

Mun...  
Type or Print Above Signature on Above Line

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

PURCHASE MONEY  
FINANCING STATEMENT

MARTIN GUNTHER & LAURIE GUNTER

1. Debtor(s):

Name or Names—Print or Type (Anne Arundel Co.)  
 7474 Shipley Avenue, Hanover, Maryland 21076  
 Address—Street No., City - County State Zip Code

CLYDE'S CHARTER BUS SERVICE, INC.  
 Name or Names—Print or Type  
 7474 Shipley Avenue, Hanover, Anne Arundel Co., Md.  
 Address—Street No., City - County State Zip Code 21076

2. Secured Party:

CLYDE B. DIDLAKE  
 Name or Names—Print or Type Anne Arundel County,  
 301 E. Furnace Branch Rd., Maryland 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).  
 Interstate Commerce Commission Certificate of Public Convenience and Necessity MCl28577

4. If above described personal property is to be affixed to real property, describe real property.  
 Not applicable.

5. If collateral is crops, describe real estate.  
 Not applicable.

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

DEBTOR(S): SECURED PARTY:

Martin Gunther - *Martin Gunther*  
 (Signature of Debtor)  
 Laurie Gunther - *Laurie Gunther*  
 Type or Print (Company, if applicable)  
 Clyde's Charter Bus Service, Inc. *Clyde B. Didlake*  
 (Signature of Debtor) (Signature of Secured Party)  
 BY: *Martin Gunther* CLYDE B. DIDLAKE  
 Type or Print (Include title if Company)  
 MARTIN GUNTHER, PRESIDENT

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address JOSEPH I. HUESMAN, #201, 102 W. Pennsylvania Ave., Towson,  
 Maryland 21204  
 Lucas Bros. Form F-1

1350



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 consolidated deed of trust given by Debtor to Gary P. Blum and Henri P. Squitieri, 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 29.545 acres of land located on the south side of Forest Drive in the City of Annapolis, Anne Arundel County, Maryland and is more particularly described in the consolidated deed of trust referred to above.

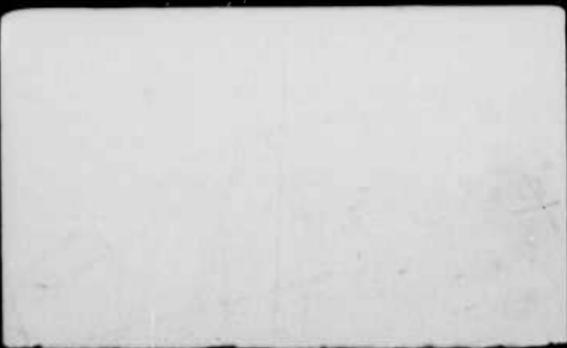
Debtor:

ANNAPOLIS OVERLOOK LIMITED  
PARTNERSHIP

By: GILLIGAN DEVELOPMENT, INC.,  
Managing General Partner

By:  (SEAL)  
W. Dennis Gilligan,  
President

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



STATE OF MARYLAND

(FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY)

545 173

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 520 FOLIO 65 ON November, 1987 (DATE)

1. DEBTOR

Name ANNAPOLIS OVERLOOK LIMITED PARTNERSHIP

Address Gilligan Development, Inc., c/o Mr. Kevin Gilligan, 1655 Crofton Blvd., Crofton, Maryland 21114

2. SECURED PARTY

Name DIVERSIFIED FINANCIAL SERVICES, INC.

Address 1832 George Avenue, Annapolis, Maryland 21401

Charles T. Albert, 1100 Charles Center South, 36 South 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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <input checked="" 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: referred to in Item 5</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p><b>Assignee:</b></p> <p>THE BANK OF BALTIMORE (Lender) GARY P. BLUM and HENRI P. SQUITIERI (Trustees)</p>	<p><b>Address:</b></p> <p>c/o The Bank of Baltimore 120 East Baltimore Street Baltimore, Maryland 21202 Attn: Residential Construction Lending Department</p>
<p>5. The land consists of approximately 28.695 acres situate in Anne Arundel County, Maryland and is more particularly described in the financing statement bearing the file number shown above.</p>	

DT

DIVERSIFIED FINANCIAL SERVICES, INC.

Dated Aug. 17, 1989

By *DAVID F. VORNE* VP  
(Signature of Secured Party)

DAVID F. VORNE  
Type or Print Above Name on Above Line

1080

TO BE RECORDED AMONG THE CHATTEL RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

545-174

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(Last Name First)				

PROGRAM RESOURCES, INC., a Maryland corporation

703 Giddings Place  
Suite M-4  
Annapolis, MD 21401

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

SOVRAN BANK/DC NATIONAL, 1801 K Street, 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 reference.

SOVRAN BANK/DC NATIONAL  
1801 K Street, N.W.  
Washington, D.C. 20006  
ATTN: DOCUMENTATION REVIEW  
Vicki Reas

RETURN TO:

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

CHECK  THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

PROGRAM RESOURCES, INC.

By: Richard J. White  
Richard J. White, President

(Type or print name under signature)

Tax paid on 2/8/88  
Filing

[Signature] (Seal)  
(Corporate, Trust or Firm Name)

Signature of Secured Party or Assignee

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

11.50

11.50

SCHEDULE "A" TO THE FINANCING STATEMENT

The collateral covered by this Financing Statement located at 703 Giddings Place, Suite M-4, Annapolis, Maryland 21401, and/or elsewhere, is:

(a) All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, including, but not limited to, those accounts, contract rights and general intangibles involving any one or more departments or agencies of the United States Government or of any one or more of the State governments, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising;

(b) All of the Debtor's present and future furniture, fixtures, equipment, supplies and inventory of every type and nature now or hereafter used or held for sale or lease in the Debtor's business;

(c) All cash and non-cash proceeds of the foregoing, if any; and

(d) All increases, substitutions, replacements, additions and accessions of the foregoing.

PARTIES	
Debtor name (last name first if individual) and mailing address:	1
Wisehaupt, David B. 940 Janet Avenue Lancaster, PA 17601	
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) name(s) (last name first if individual) and address for security interest information:	2
Bank of Lancaster County, N.A. 201 East Oregon Road P.O. Box 5365 Lancaster, PA 17601-0365	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	2a
Special Types of Parties (check if applicable):	3
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.	
<input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.	
<input type="checkbox"/> Debtor is a Transmitting Utility.	
<b>SECURED PARTY SIGNATURE(S)</b>	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) —	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania —	
<input type="checkbox"/> when the collateral was moved to this county	
<input type="checkbox"/> when the Debtor's residence or place of business was moved to this county	
d. already subject to a security interest in another jurisdiction —	
<input type="checkbox"/> when the collateral was moved to Pennsylvania.	
<input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> 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)	
Pauline D. Shurr - V.P. Commercial Lending <i>Pauline D. Shurr</i>	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)
278355	5:45 PM 176
5	
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):	
<input checked="" type="checkbox"/> Secretary of the Commonwealth	Clerk of the Court
<input type="checkbox"/> Prothonotary of _____	County _____
<input type="checkbox"/> real estate records of _____	County _____
6	
Number of Additional Sheets (if any):	0
7	
Optional Special Identification (Max. 10 characters):	09-15299-70-60
8	
COLLATERAL	
Identify collateral by item and/or type:	
1987 20ft. Dynasty Boat, VIN# MJ151363L68	
Mercury 205 Horsepower V-6 Motor, VIN#OB557951	
Mercuriser Outdrive, s/n OB573739 & OB562943	
CK	
<input type="checkbox"/> (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. <input type="checkbox"/> crops growing or to be grown on —	
b. <input type="checkbox"/> goods which are or are to become fixtures on —	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on —	
d. <input type="checkbox"/> 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) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____	
for _____ County. Uniform Parcel Identifier _____	
<input type="checkbox"/> 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)	David B. Wisehaupt
1	<i>David B. Wisehaupt</i>
1a	
1b	
RETURN RECEIPT TO:	
12	

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

545-177

278356

Not to be recorded  
in Land Records

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

\$800,000

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtor: Address:  
George C. Shenk, Sr.  
and Reo Shenk 1983 Moreland Parkway  
Annapolis, Maryland 21401
2. Secured Party: Address:  
The Annapolis Banking  
and Trust Company P.O. Box 311  
Annapolis, Maryland 21404
3. Trustee: Address:  
John M. Suit, II P.O. Box 311  
and William A. Busik Annapolis, Maryland 21404

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

18.5

RECORD FEE CR 14 0  
#441300 (177) R03 T4:11  
08/23/88  
H FILE STAFFER  
CLERK OF THE  
COURT

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

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

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

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

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

8. Maturity date of the obligation, if any: April 21, 1994.

Debtor: [Signature]  
By: [Signature]

Secured Party: [Signature]  
By: [Signature]

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

Bennett Crain, Jr., Esquire  
Hartman and Crain  
2660 Riva Road - Fourth Floor  
Annapolis, Maryland 21401

B03150BC.STM

Annapolis Banking and Trust Company  
George Shenk and Reo Shenk  
Whitmore Printing Company

545 179

Exhibit A

Lot 3B as shown on the Second Amended  
Plat of Section 2, Annapolis Business  
Center, recorded among the Plat Records  
of Anne Arundel County in Plat Book  
69, folio 46, lot containing 1.639  
acres more or less.

FINANCING STATEMENT

278357

- 1. X To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. \_\_\_\_\_ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. \_\_\_\_\_ Not Subject to Recordation Tax.
- 4. X Recordation Tax has been paid on the principal amount of \$90,000.00 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

Strait Shot Joint Venture, 222 Long Point Road  
 a Maryland General Partnership Crownsville, Maryland 21032

6. Secured Party Address

The Annapolis Banking and Trust Company 18 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 August 22, 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) 267-8855

RECORD FEE 15.00  
 POSTAGE GK .50  
 #44880 0345-001 74456  
 09/23/89

AB004.83



DEBTOR:

STRAIT SHOT JOINT VENTURE,  
a Maryland General Partnership

SECURED PARTY:

THE ANNAPOLIS BANKING AND  
TRUST COMPANY

By: *John M. Crook* (SEAL)  
JOHN M. CROOK, General Partner

By: *John M. Suit, II* (SEAL)  
JOHN M. SUIT, II  
Executive Vice President

By: *Steven R. Shuart* (SEAL)  
STEVEN R. SHUART, General Partner

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 S10 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 recorded on November 21, 1988, in Liber 4740, folio 309, 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.

278358

545 ME183

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
GAMBRILLS JOINT VENTURE  
a Maryland Joint Venture

Address:  
c/o Thomas A. Pavlinic  
2024 Thresam Court  
Gambrills, Maryland 21054

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

1700  
1750

right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note in the amount of \$200,000.00 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: GAMBRILLS JOINT VENTURE

BY: Thomas A. Pavlinic (SEAL)  
Thomas A. Pavlinic  
Joint Venturer

BY: Gary J. Gutcher (SEAL)  
Gary J. Gutcher  
Joint Venturer

BY: Charles W. Gutcher (SEAL)  
Charles W. Gutcher  
Joint Venturer

BY: Bruce A. Gutcher (SEAL)  
Bruce A. Gutcher  
Joint Venturer

Dated: 7-31-89

EXHIBIT A

BEING known as Lots 17 through 36, Block K, as shown on the Plat entitled, "GAMBRILL HEIGHTS" and recorded among the Land Records of Anne Arundel County in Plat Book 1 folio 13 (formerly Cabinet 1 Rod A folio 14).

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Units 201 & 301 (Building 4) as shown on the Plats entitled "Phase 17, Building 4, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, page 36, through 40 inclusive, at Plat Nos. E-2036 through E-2040, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 304 (Building 2) as shown on the Plats entitled "Phase 19, Building 2, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 4 through 8, inclusive, Plats No. E-2004 through E-2008, inclusive.

Dated: August 3, 1989 FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson

Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(038-89/086-89/013-89)

1000

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

CK

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201 (Building 14) as shown on the Plats entitled "Phase 5, Building 14, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-39, page 50 inclusive, and Plat Book E-40, pages 1 through 4, inclusive, at Plat Nos. E-1950 through E-1954, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Units 103 & 301 (Building 2) as shown on the Plats entitled "Phase 19, Building 2, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, pages 4 through 8, inclusive, Plats No. E-2004 through E-2008, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 102 (Building 3) as shown on Plats entitled "Phase 18, Building 3, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Condominium Plat Book No. E-41, pages 19 through 23, inclusive, at Plats No. E-2019 through E-2003, inclusive.

Dated: July 17, 1989

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholson*  
Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(073-89/084-89/074-89/051-89)

10-89

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. \_\_\_\_\_

- 1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 4) as shown on the Plats entitled "Phase 17, Building 4, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-41, page 36, through 40 inclusive, at Plat Nos. E-2036 through E-2040, inclusive.

BEING ALSO KNOWN AND DESIGNATED as Unit 301 (Building 1) as shown on the Plats entitled "Phase 20, Building 1, Cromwell Fountain - Section I", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-40, pages 49 through 50, inclusive and in Plat Book E-41, pages 1 through 3, inclusive, Plats No. E-1999 through E-2003, inclusive.

Dated: August 8, 1989

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]  
Scott C. Nicholson  
Assistant Vice President

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(079-89/085-89)

1000



A.A. Co. Fin. Records

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 366  
ID No. 271461

William J. Wroten  
Jean L. Wroten  
Name or Names - Print or Type

1. Debtor(s) P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

2. Secured Party Mercantile Mortgage Corporation  
Mercantile-Safe Deposit and Trust Company  
Name or Names - Print or Type

200 East Redwood Street, Baltimore, Maryland 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot No. 35-R, Block 17, as shown on a plat entitled "Amended Administrative Lot Line Change - Outing Park/Greenhaven", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 111, pages 10 through 13, inclusive, at Plat Nos. 5735 through 5738.

Dated: July 12, 1989

MERCANTILE-MORTGAGE CORPORATION

Paul W. Faulk

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

Paul A. Stuart, V.P.

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(082-99)

1000  
13

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506  
ID No. 271876

Eagle Development Corporation  
Name or Names - Print or Type  
1. Debtor(s)  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

Provident Bank of Maryland  
Name or Names - Print or Type  
2. Secured Party  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

CK

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

BEING KNOWN AND DESIGNATED as Lot Nos. 32 as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

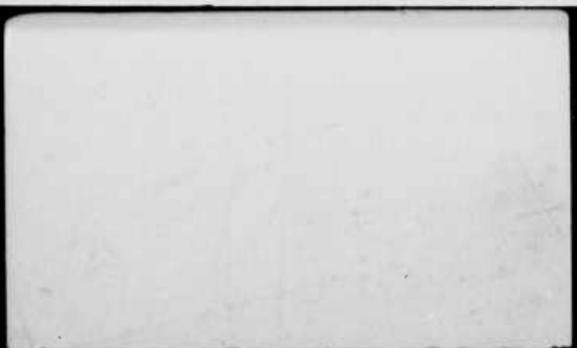
Dated: August 1, 1989

PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(084-89)

10-30



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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. HES 523 Page No. 506  
ID No. 272872

Eagle Development Corporation  
Name or Names - Print or Type  
1. Debtor(s)  
P.O. Box 1304, Glen Burnie Maryland 21061  
Address-Street No. City, State Zip

Provident Bank of Maryland  
Name or Names - Print or Type  
2. Secured Party  
114 E. Lexington Street, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

BEING KNOWN AND DESIGNATED as Lot Nos. Eighty (80) as shown on the plats of "Greenbriar", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 109, pages 43 and 44, inclusive.

Dated: August 1, 1989 PROVIDENT BANK OF MARYLAND

[Signature]

Please return to: Northco Title Corp.  
P.O. Box 1330  
Glen Burnie, MD 21061  
(093-89)

1000

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582  
ID No. 270196 10.9.87

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

CK

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087, inclusive.

Dated: August 8, 1989 FIRST AMERICAN BANK OF MARYLAND

By: Scott C. Nicholson  
Scott C. Nicholson  
Assistant Vice President

- FILE IN:
- ( ) SDAT
  - ( ) Land Records
  - (X) Financing Statements

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
(150-89)

10<sup>00</sup>



ATC # 88-520

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000  
1625 Eye St., N.W., Washington, D.C. 20006

\*\*NOT SUBJECT TO  
RECORDATION TAX.

278359

545 193

FINANCING STATEMENT

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

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
~~XXXXXX~~ U.C.C. 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
--	-----	--------	------	-------

Riverbay Associates                      920 Bestgate Road, Annapolis, Maryland

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Potomac Savings Bank, FSB, 10230 New Hampshire Avenue, Silver Spring, Maryland

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

SEE SCHEDULE A ATTACHED HERETO

AND INCORPORATED HEREIN

RECORD FEE                      14.00  
POSTAGE                              .50  
#441710 C177 R03 T14:37  
08/24/89

CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

1989 MAY 1

9:19

(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.  
Description of Real Estate: SEE EXHIBIT A ATTACHED HERETO  
Record Owner: RIVERBAY ASSOCIATES
- 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)

RIVERBAY ASSOCIATES

POTOMAC SAVINGS BANK, F.S.B. (Seal)

(Corporate, Trade or Firm Name)

BY: John A. Bruno

BY: Michael A. Cohen

Signature of Secured Party or Assignee

TITLE: General Partner

Michael A. Cohen, Vice President

(Type or print name under signature)

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

PLEASE RETURN TO:

ANNAPOLIS TITLE COMPANY  
170 Jennifer Rd., Ste. 200  
Annapolis, MD 21401

#88-520

14.5

Potomac Savings Bank, FSB  
10230 New Hampshire Avenue, Suite 300  
Silver Spring, Maryland 20903

RETURN TO:

Attn: Michael A. Cohen

SCHEDULE FOR FINANCING STATEMENT

SCHEDULE A

545 of 194

All of the personal property of any kind whatsoever related to, situated or located on, or used or useable in conjunction with, the development, maintenance or operation of the land described in the attached Exhibit A and improvements thereon (excluding all such property which is owned by occupancy tenants of the debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease) including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all building materials and supplies, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynomos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or useable in connection with, the development, maintenance or operation of the certain improvements and amenities incidental thereto, on the land described in the Exhibit A attached hereto and incorporated herein by this reference. The land described in the attached Exhibit A is further described in that certain Deed of Trust to be recorded among the Land Records of Anne Arundel County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) Sharon Riggins and Gregory D'Arco, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

PARCEL ONE

BEGINNING for the same at an iron pipe near the West side of the Baltimore-Annapolis Boulevard, the said iron pipe and place of beginning is on the Northern boundary line of a 0.67 acre 1st heretofore conveyed to Walter B. Cox and Bertha Cox by Charles L. Tate and Sadie Tate, his wife, by Deed dated October 6, 1924 and recorded among the Land Records of Anne Arundel County in Liber WSW No. 75, folio 376; thence running from the said beginning point and with the said Northern boundary line South 64 degrees 43' East 267.4 feet to another iron pipe; thence leaving the said 0.67 acre 1st and continuing said last mentioned course South 64 degrees 43' West 20.6 feet to another iron pipe; thence South 37 degrees 45' West 100 feet to another iron pipe; thence North 65 degrees 29' West 275.4 feet to another iron pipe; thence continuing said last mentioned course North 65 degrees 29' East 13.4 feet to a point 4 feet Westerly from the edge of the concrete gutter of the above mentioned Baltimore-Annapolis Boulevard; thence running with the said Boulevard in a Southeasterly direction 100 feet, more or less to intersect a line drawn North 64 degrees 43' East 12 feet from the beginning point of this description; thence leaving the said Boulevard and running South 64 degrees 43' East 12 feet to the place of beginning; containing 0.65 of an acre of land.

SAVING AND EXCEPTING conveyance to the State Roads Commission by Deed recorded in Liber FSR 177, folio 136 among the Land Records of Anne Arundel County, Maryland.

PARCEL TWO

BEGINNING at a point on the East side of the Governor Ritchie Highway where the same is intersected by the North line of a 0.65 acre tract conveyed by Billings to Stotz by Deed dated June 24, 1944 recorded among the Land Records of said County in Liber JHH 309, folio 220; thence from said beginning point and with the East side of said Governor Ritchie Highway, North 23 degrees 54' 30" West 232.5 feet to the South side of the Old Annapolis Boulevard, as shown on a right-of-way plan prepared by the State Roads Commission; thence following the South and West sides of said Old Annapolis Boulevard the following courses and distances as calculated from the aforementioned State Roads Commission plan: North 66 degrees 05' 30" East 35.0 feet; thence with a curve having a radius of 69.73 feet, 70.00 feet in a Southeasterly direction; thence South 53 degrees 54' 30" East 145 feet; and thence with another curve and in a Southeasterly direction 92.0 feet to the Northeastern corner of the first mentioned 0.65 acre tract conveyed to Stotz; thence with said line as corrected for magnetic variation, South 66 degrees 06' West 8.9 feet to an iron pipe and continuing on same line South 66 degrees 06' West 202.8 feet to the place of beginning. Containing 0.77 acres and being a portion of the Tate tract lying North of the Stotz lot and East of the Governor Ritchie Highway and South and West of the Old Annapolis Boulevard and in accordance with a description prepared from plats only and not by field survey, by J. R. McCrone, Jr., in May 1946.

545 196 278300

Tax Exempt:  
Conditional Sales Contract Signed by Debtor

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 8/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James L. Corder  
Address 25 Steele Ave., Annapolis, MD 21401

2. SECURED PARTY

Name Cooper Ent. Inc.  
Address P.O. Box 579, Cecilton, MD 21913

John Deere Co. P.O. Box 65090, W. Des Moines, IA 50265-0090  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/1/92

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

One (1) New John Deere Model STX38 Lawn Tractor

Serial No. M00STXB010169

RECORD FEE 11.00  
REGISTERED FOR 109134  
CK 08/25/89  
H. ERIC SCHAFER  
IN 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 L. Corder  
(Signature of Debtor)

James L. Corder  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Grussing  
(Signature of Secured Party)

CHARLES A. GRUSSING  
Type or Print Above Signature on Above Line

MA

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) Entre Computer Center 116 Defense Highway, Suite 101 Annapolis, MD 21401	2. Secured Party(ies) and address(es) HEWLETT-PACKARD COMPANY 935 McLaughlin Avenue San Jose, CA 95122	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

4. This financing statement covers the following types (or items) of property  
Debtor grants to Secured Party a security interest in all now owned or hereafter acquired machines, computers, parts, and peripheral hardware manufactured or provided by Hewlett-Packard Company, and all proceeds and products thereof to secure existing and future obligations of Debtor to Secured Party. This is a security agreement and a financing statement. Upon Debtor's failure to pay or perform any obligation owed to Secured Party, Secured Party shall have all rights and remedies of a secured party under the Uniform Commercial Code. This security agreement and financing statement shall be governed by the laws of the State of California.

Debtor has authorized secured party to file.  
See attached Schedule A for product ~~XXXXXXXXXXXX~~ specifications.

RECORD FEE 21.00  
POSTAGE CK 1.50  
5. Assignee(s) of Secured Party and Address(es)  
10/23/89  
H. ERNE SCHAFER  
44 30 CIRCUIT COURT

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

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

Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No of additional effects perfected

Filed with:  
Clerk of the Circuit Court  
Anne Arundel County  
PO Box 71, Annapolis, MD 21401

Entre Computer Center by Hewlett-Packard  
~~Company, its attorney in fact~~

By: Cathleen J. Keisener  
Signature(s) of Debtor(s)

By: Cathleen J. Keisener  
Signature(s) of Secured Party(ies)

545 PAGE 198

ENTRE COMPUTER CENTER  
ANNAPOLIS, MD

SCHEDULE A

The following is a list of products to be secured under this UCC:

<u>Product #</u>	<u>Description</u>	<u>Serial #</u>
7596A	Draftmaster II	2910A21752
7060A	Sketchpro	2925S10269
D1187A	20" Color Display	8919J01871
D2022A	RS/25C Mod 100E	2928A03871

TERMS AND CONDITIONS  
**HP CAD Dimensions Demo Program**  
**Hewlett-Packard Company**

545-199

In consideration for Dealer's agreement to invest substantial effort toward the demonstration, marketing, and resale of HP products in Dealer's demo center, HP agrees to provide Dealer certain HP products for demonstration purposes under extended payment terms. Products ordered through this program will count toward the Dealer's annual volume level.

The Hewlett-Packard Personal Computer Dealer Agreement will apply to the HP CAD Dimensions Demo Program with the exception of the terms and conditions listed below:

**1. Demonstration Products**

Dealer agrees to make the Demonstration Products selection from the list in Exhibit A.

**2. Liaison**

Dealer agrees to designate a liaison at the demo site in Exhibit A. The liaison will verify the physical location of Demonstration Products to HP upon request. The person named may be changed upon written request from the Dealer.

**3. Eligibility**

- a. Dealer certifies that it satisfies all of the eligibility requirements for the HP CAD Dimensions Demo Program listed in Exhibit B.
- b. HP will establish an incremental credit line specifically for the Demonstration Products, subject to a credit review.

**4. Security Interest**

Dealer grants and HP reserves a purchase money security interest in the Demonstration Products and any proceeds. Dealer nominates and appoints HP as its attorney-in-fact for the purpose of executing and filing on the Dealer's behalf any financing statements under the provisions of the Uniform Commercial Code as enacted in the local jurisdiction in which the Demonstration Products are located.

**5. User**

- a. Dealer agrees to prominently display Demonstration Products at the demo facility until at least January 31, 1990.
- b. Dealer agrees to use the Demonstration Products only for demonstration and marketing purposes at demo center approved by HP, Dealer seminars, and customer visits.
- c. Dealer agrees to allow HP to install the Demonstration Products at HP's expense. HP may also provide periodic maintenance or product upgrades to the Demonstration Products at HP's expense.

**6. Purchase**

- a. Subject to a credit review, payment terms will be extended until March 31, 1990.
- b. To participate in the HP CAD Dimensions Demo Program, Dealer agrees to place a purchase order for the Demonstration Products by May 31, 1989. Dealer will reference the purchase order number in Exhibit A. The purchase order will be placed for the amount of Dealer's applicable purchase agreement price less an additional 20 percent of list price. If HP reduces list prices on Demonstration Products, HP will grant Dealer a price protection credit equal to the total reduction in the net Dealer price.
- c. If the Demonstration Products do not remain on display in the Dealer's demo facility until at least January 31, 1990, the additional 20 percent discount will not apply and a new invoice will be issued.
- d. Dealer agrees to pay the full invoiced amount or return the Demonstration Products at HP's expense by March 31, 1990.

**7. Return**

- a. Dealer will incur no restocking charge for any Demonstration Products returned to HP before March 31, 1990. HP will pay for return freight of unsold Demonstration Products to HP provided dealer uses an approved HP carrier.
- b. Dealer will pay the cost of refurbishing Demonstration Products returned to HP if refurbishment or repairs result from other than ordinary use. If Demonstration Products are damaged beyond repair, Dealer will pay HP its normal purchase price.
- c. HP will credit the Dealer for any payments previously made to HP for the returned Demonstration Products within 30 days of receipt of products.

545 PA 200

**8. Supplies**

For Demonstration Products which require supplies, Dealer is responsible for purchasing supplies beyond those provided in the initial supplies starter kit.

**9. Warranty**

HP will pay on-site warranty or service agreement costs for Demonstration Products while the products are being demonstrated at Dealer location. When Demonstration Products are resold, the standard new product User Warranty will be provided by HP for the respective products effective with the resale date.

**10. Audit**

HP reserves the right to verify Dealer's compliance with the terms and conditions of the HP CAD Dimensions Demo Program by on-site inspection.

**11. Termination**

In the event the Dealer shall at any time neglect, fail, or refuse to comply with the terms of the HP CAD Dimensions Demo Program or should the Dealer cease to be an HP authorized Dealer or should HP determine that the Dealer's credit standing is no longer adequate HP may elect to terminate Dealer's participation in this program. The Dealer shall promptly return the Demonstration Products to HP at HP's expense. HP will credit the Dealer for any payments previously made to HP for the returned Demonstration Products within 30 days of receipt of products.

**Terms and Conditions  
HP CAD Dimensions Demo Program  
Hewlett-Packard Company**

545 201

By the signature below, Dealer agrees to the terms and conditions of the HP CAD Dimensions Demo Program.

Authorized Signature

Typed Name

Title

Signing Date

**Exhibit A—Participant Liaison, Demonstration Products,  
and Purchase Order Number**

Participant Liaison:

Store Name

Liaison Name

Title

Address

City, State, Zip

Phone

Demonstration Products:

Please check *one* Demonstration Products selection.

Full PC CAD System Including Plotter

Includes:

- HP D2022A Vectra RS/25C Model 100
- HP D1187A 20" color display
- HP D2070A 80387 coprocessor
- HP 45951D MS™-DOS 3.3
- HP 82328A Intelligent Graphics Controller card
- HP 82329A Emulation Module
- HP D1642A Four-megabyte memory upgrade
- HP 24542G Interface cable
- HP 7060A SketchPro graphics tablet
- HP 7596A DraftMaster II pen plotter

Full PC CAD System Without Plotter

Includes:

- HP D2022A Vectra RS/25C Model 100
- HP D1187A 20" color display
- HP D2070A 80387 coprocessor
- HP 45951D MS™-DOS 3.3
- HP 82328A Intelligent Graphics Controller card
- HP 82329A Emulation Module
- HP D1642A Four-megabyte memory upgrade
- HP 7060A SketchPro graphics tablet

Plotter Only

Includes:

- HP 7596A DraftMaster II pen plotter

Purchase Order Number: 15101R

White Copy: Return to Hewlett-Packard Company, Attn. Don Boutin  
16399 West Bernardo Drive, San Diego, CA 92127-1899  
Yellow Copy: HP Representative  
Pink Copy: Retained by Dealer

Printed in U.S.A. 2/89  
140DD-2

278362

545 202

File No. ....  
Record Reference:  
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
(For Fixtures Only).  
...X. Subject to Recordation Tax on prin-  
cipal amount of \$9,400.00.....

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>
Glenn F. Miller T/A Carrigan & Associates	607 Cape McKinsey Road Severna Park, Md. 21146

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

3. This Financing Statement covers the following types (or items) of property (the collateral):  
Wyse CPU & Keyboard Serial #14U1008273  
Wyse Monitor Serial #20Q1100849  
Genicom printer Serial #891042890A  
Savage-Insurance Related Software Programs

RECORDING FEE 12.00  
PROPERTY TAX 66.50  
POSTAGE CK .50  
#31800 2345 401 709435

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).

08/25/89  
W. ERLE SUMNER  
CIRCUIT COURT

5. ....XX Proceeds)  
.....Products)  
) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

Glenn F. Miller T/A Carrigan & Associates THE CITIZENS NATIONAL BANK

By: Glenn F. Miller  
Glenn F. Miller

By: Joseph L. Bracone  
Joseph L. Bracone  
Vice President

By: .....

Type or print all names and titles under signatures.

12  
66.50  
-50

RECORDED ON JUN 16, 1987 AT 08:58 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 71678079 RECEIPT # 235B2010002  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 20.00  
RECORDATION TAX

17.00

545-203

Subject to Recordation Tax

\* THIS SERVES AS YOUR RECEIPT \*

CEMENT

278363

08

1. Debtor/Guarantor: Address: 6633 Ritchie Highway  
Glen Burnie, MD 21061

General Catering Corporation

2. Secured Parties: Address: c/o Michael Brzuchalski  
Joseph Brzuchalski 6802 Woodrow Avenue  
Michael Brzuchalski Baltimore, MD 21224  
Raymond Brzuchalski with a copy to  
Abraham A. Adler  
36 S. Charles Street  
Suite 1500  
Baltimore, MD 21201

3. This Financing Statement covers:

(a) All Debtor/Guarantor's interest in a Lease Agreement dated November 14, 1980 by and between Debtor/Guarantor, as Lessee, and Shopping Center Associates, a limited partnership, as Lessor, together with any amendments thereto.

(b) All the Debtor/Guarantor's personal property, including bank accounts, and the equipment (which includes furniture, and fixtures) listed in Exhibit "A".

(c) After-acquired equipment and personal property and all proceeds of such collateral.

(d) The Debtor/Guarantor's Bingo License and any assignee or successor of Debtor/Guarantor.

4. The aforesaid items are included as security in a Security Agreement by and between Debtor/Guarantor and Secured Party, securing an indebtedness owed and guaranteed by Debtor/Guarantor to the Secured Party.

Debtor/Guarantor:

Secured Parties:

General Catering Corporation

Stephen B. Paskind, President  
Stephen B. Paskind, President

Joseph Brzuchalski  
Joseph Brzuchalski

Michael Brzuchalski  
Michael Brzuchalski

Raymond Brzuchalski  
Raymond Brzuchalski

71678079

To the Filing Officer: After this statement has been recorded please stamp and mail the attached copy to: Abraham L. Adler, Esquire, Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 South Charles Street, Suite 1500, Baltimore, Maryland 21201-3060.

1750

1630b/2

2925-2739



# Glen Burnie Bingo

545 2014

6633 RITCHIE HIGHWAY / GLEN BURNIE, MARYLAND 21061 / 760-5077

## GLEN BURNIE BINGO INVENTORY

PAGE 2 of 3

Refrigerated Salad Unit	1	
Wyoh Hot Dog Cooker	1	
Henny Pennt Warmer 2 x 6	1	00451
Ice Chest Stand on Wheels	1	
Storage Chest Cart	1	
Snack Stand	1	
Coffee Cabinet	1	
Rubbermaid Service Cart 3 shelf 24x36	1	
Rubbermaid Service Cart 2 shelf 24x36	1	
Rubbermaid Service Cart 16 x 30	1	
Lakeside Stainless Steel Carts	2	
American Panel Walk-in Refrigerator	1	
5 Shelves Utility Stands	4	
Large Frying Pans Stainless Steel	2	
Crystal Tips Ice Machine	1	
Hand Truck Blue Small	1	
12 Foot Alumin Table	1	
12 Foot 3 Compt Utility Sink	1	
Stainless Steel Large Cooking Pots	4	
Globe Meat Slicer	1	
White Wall Cabinets	2	
Cookie Sheet Large	1	
Roaster Pans Stainless Steel	8	
Range Guard Fry Filter	1	
Henny Penny 500 Pressure Fryer	1	49644
Vulcan Gas Stove & Oven with Hood and Exhaust Fand	1	
Victor Freezer Upright	1	
Long Freezer 80 Ft	1	
Shoe Training Trakeen Vt Potato slicer	1	
Counter Can Opener	1	72349
Milk Server	1	
6 lb. Edlund Scale	1	
24 Ft Counter with 2 metal Cabinets	1	
Rotic Cubic R2	1	
Pressure Cooker	1	
large plastic Bowls	2	
Stainless Steel Utility Bowls	2	
Large SS Strainer	1	
Large Knives	6	
Black Board		
Panasonic T. V. Monitor	1	
Starex Fan	1	
Stainless Steel Cooking Pots with Lid	1	
Cutting Boards	3	
Large Stainless Steel Spoons	3	
Plastic Trays	200	
Generator Onan (Belongs to Bldg)	1	693176
Chair Racks	10	
6 Ft Aluminum Ladder	1	
Wooden Ladder 10 Foot	1	
ABC Co Hand Truck	1	
Pullman Buffing Machine	1	
10 Gal Wet/Dry Vaccumn	1	

~~2925-2740~~  
2925-2740

# Glen Burnie Bingo 545 2115

6600 RITCHIE HIGHWAY / GLEN BURNIE, MARYLAND 21061 / 760-5077

GLEN BURNIE BINGO INVENTORY PAGE 3 of 3

Technico Calculators	2	
Tall Trash Cans	44	
Medium Trash Cans	4	
Roung Large Trash Cans	2	
Short Trash Cans	3	
Speakers (Ceiling)	27	
Snack Bar Sign	1	
Bakers Pride Pizza Ovens	2	
Magna Guard Microwave Oven	1	EC145
Soda Fountains	3	
Pizza Freezer	1	
Wodden Carts (Card Holder)	2	
Grocery Carts	3	
6 Sets of Cards 3 ons	6	sets
Royal Typewriter and Stand	1	
Plastic Milk Baskets	2	
Gibson Freezer	1	0125633190
Glo Menu Sign	1	
Sanyo Cash Register	1	15604550
Sanyo Cash Register	1	6540046
Stainless Steel Utility Table 2x4	3	
Stainless Steel Utility Table 2x8	1	
Toastwell Toaster	1	S7034
Refrigerated Sandwich Board	1	
FBI Steamers Cabinets	2	
FBI Steamers Cabinet	1	S2127
Star Mft Co Hot Dog Warmer	1	161186
Ice Machine Crystal Tips	1	
Money Boxes	4	
Money Trays	5	
A.B.Dick Copier 965R	1	4061086A
3x2 Table Stand	1	
Ajax Stamper	4	020062-019999-020052-020080
Cordley Water Fountain	1	800358735
Wringer Scrub Buckets	3	
6 Ft Virco Tables	20	
8 Ft Virco Tables	170	
Chairs Krueger	1041	
Wheel Trash Can 40 Gal on Wheels	1	
Mops	5	
Shovels	4	
Brooms	6	
Realistic Microphone	4	
Sanyo Cameras	3	40160027
Master Boards	2	756046
Bogen Amplifier	1	
Panasonic Tape Player	1	
Raymer Radio	1	
Armchair Green	1	
Steno Chair Green	1	
Shaw Walker Light	1	Model FTK361
Drawing Pot Circular	1	
Light Board 6x8	2	
1/4 Table Circular	1	
Card Table	1	
132 Box Holder on Wall	1	

~~2925-2741~~  
2925-2741

# Glen Burnie Bingo

545 2016 "A"

6633 RITCHIE HIGHWAY / GLEN BURNIE, MARYLAND 21061 / 760

GLEN BURNIE BINGO INVENTORY

PAGE 1 of 3

Shower of Money	1	
Rapid Print	1	150442
Raymer Radio	1	45302
Fanon Amplifier	1	4Y120108
2 Marquee Signs	2	
Flea Market Marquee Stand 3x4	1	
Letter Trays Tan	6	
Letter Trays Black	2	
Black Plastic Paper Holders	5	
1 Envelope Tray Tan	1	
Wall Pictures	5	
Dishpans	12	
T. V. Monitors	12	
Flashboards	6	
Bar Stools	16	
Bill Counter Brandt	1	357374
Duofone Tape Recorder Radio Shack	1	333287
Emerson Color T. V.	1	20900616
File Cabinet 5 Drawer	1	
Desk Green 5 Drawer	1	
Safe Wells Fargo	1	
Am/Fm CB Receiver	1	Model 03157
Archer T. V. 80cm	1	
Desk Beige 5 Drawer	1	
Slicer/Opener for Envelopes	1	
Panasonic Elec Pencil Sharpener	1	
Texas Inst Printer Calculator	1	879237
Radio Shack Fr Calculator	1	170225
Casio Calculators	2	
2 Seat Couch with Table Yellow	1	
Arm Chair (Beige)	1	
Steno Chairs (Red)	3	
Staplers	4	
Small Beige File Cabinet	1	

~~2925-2742~~

2925-2742

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

If transaction or transactions wholly or partially subject to 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 Larry A. Brantley  
Address 2845 Carrollton Rd, Annapolis MD 21403

2. SECURED PARTY

Name Sovran Bank, N.A.  
Address P. O. Box 2258, Norfolk, Va. 23501

SECURITY FEE 11.00

POSTAGE CK 1.50

4032000 0340 001 TOP/41

08/25/89

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

HR CO. CLERK COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1973 Tartan Sloop  
Hull #245  
O/N 626341

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)

Sovran Bank, N.A. (Power Of Attorney)

(Signature of Debtor)  
Larry A. Brantley  
Larry A. Brantley  
Type or Print Above Name on Above Line

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

11 50

(Signature of Secured Party)  
Sovran Bank, N.A.  
Type or Print Above Signature on Above Line

[Handwritten Signature]

Larry A. Brantley hereby appoints Sovran Bank, N.A. located at Kellam & Broad Streets, Virginia Beach, VA, 23462, to be its attorney-in-fact for the limited and sole purpose of executing applications for certificates of title and registration, as well as Uniform Commercial Code filings of boats, in the name of Larry A. Brantley (Customer). This limited power of attorney shall not be construed to give authority to transfer title from Customer to another party.

By *Larry A. Brantley*  
(Customer)  
LARRY A. BRANTLEY

State of VA

City \_\_\_\_\_ of Alexandria to wit:  
(County/City)

The foregoing Power of Attorney was acknowledged before me this 14th day of June 1989 by Charmion M. Addington.

*Charmion M. Addington*  
(Notary Public)

My commission expires 5/26/92

Question on the above should be directed to Sovran Bank, N.A., Sales Finance Marine Division, Post Office Box 2258, Norfolk, VA, 23501-2258, Telephone # (804) 473-2333.



545 209

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276588

RECORDED IN LIBER 538 FOLIO 540 ON March 9, 1989 (DATE)

1. DEBTOR

Name Lilly Yacht Maintenance, Inc.

Address 519 Chester Avenue, Annapolis, Maryland 21403

2. SECURED PARTY

Name Farmers National Bank of Maryland

Address 5 Church Circle, Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
RECORDED 1989 MAR 10 109453  
03/25/89  
H. BRUCE SCHAFER  
4th DIST. CIRCUIT COURT

Dated 7-7-89

Donna J. Stevens  
(Signature of Secured Party)

Donna J. Stevens  
Type or Print Above Name on Above Line

15

545 210

CTB1

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) <i>Joseph D. Newman 1223 Sandalwood Rd Hanwood, Md 20776</i>	2. SECURED PARTY(IES) AND ADDRESS(ES) <i>FORD MOTOR CREDIT COMPANY P. O. BOX 36476 10710 MIDLOTHIAN TPKE., SUITE 306 RICHMOND, VIRGINIA 23235</i>
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)  
*Book 505 Pg 301*  
3. This statement refers to original Financing Statement No. *260934* Dated: *12-1-84*

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 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  
 REGISTERED MAIL 709:54  
 08/25/89

4. This transaction is exempt from the Recording Tax.

Filed with: *Anne Arundel City* H. ERLE SCHAFER  
 Dated: *July 20, 1989* By: *Sam Bryan*  
 (NAME OF SECURED PARTY)  
 F. M. C. C. 7288-M (MARYLAND ONLY)  
 JUN 65

1050

278365

545 211

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

GEORGE F. JONES

15 SUMMERHILL PARK  
BROOKSVILLE, MD 21032

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE  
(Assignee)

Address: BALTIMORE AND CHARLES STREETS  
BALTIMORE, MARYLAND 21203

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

14X60 LIBERTY 1982, STEPS, SKIRTING  
SERIAL # 08L19522

- 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.

RECORD FEE 11.00  
 CK MORTGAGE .50  
 100218012345 BAL 109155  
 08/25/89  
 W. ERLE SCHAFER  
 1400 CIRCULAR COURT

Debtor

Secured Party

George F. Jones  
GEORGE F. JONES

THE SAVINGS BANK OF BALTIMORE

BY Pat Lloyd  
THE BANK OF BALTIMORE

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, which has been assigned to The Savings Bank of Baltimore.

PCS 0847

11/5

545 212  
MARYLAND FINANCING STATEMENT

278366

(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 Charles E. Marker T/A Marker Systems  
(Name or Names)  
262 Whistling Pines Drive, Severna Park, Maryland 21146  
(Address) NTSL 3552

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

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

4. This financing Statement covers the following types (or items) of property:  
One - Toshiba 286 Laptop Computer with 12 Mhz Clock, 1.0 MB RAM, 1.4 MB Floppy Disk Drive, 20MB Hard Disk, 1- Toshiba Internal Floppy Disk Drive

RECORD FEE 12.00  
JUSTICE CR .50  
11/25/89  
FILE CHARGER  
COURT

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

LESSEE Charles E. Marker T/A Marker Systems LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Charles E. Marker Owner (Title) By: Brian G. Connelly Manager (Title)  
Charles E. Marker (Title) Brian G. Connelly (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: Candace E. Smith Marker Return to: \_\_\_\_\_  
Candace E. Smith Marker (Title)

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

105

1



545 213

STATE OF MARYLAND

278367

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ 81,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$567.00.

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

1. DEBTOR

Name Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.

Address 921 Hillcrest Road Hanover, MD 21076

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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 19.00  
RECORD TAX 567.00  
POSTAGE **CK** .50  
#52210 0345 R01 709456  
08/25/99

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.

John W. Geddins, Pres.  
(Signature of Debtor)

John W. Geddins, Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

**PATRICK WHITE, ASST. VICE PRES.**  
Type or Print Above Signature on Above Line

18 507 5

545 213

STATE OF MARYLAND

278367

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. \$ 81,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$567.00.

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

1. DEBTOR

Name Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.  
Address 921 Hillcrest Road Hanover, MD 21076

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

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

RECORD FEE 18.00  
RECORD TAX 567.00  
POSTAGE BK .50  
4-2210 1245 801 TOP/50  
12/25/89  
FILE NUMBER  
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)

Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.

Johnnie W. Geddinas, Pres.  
(Signature of Debtor)

Johnnie W. Geddinas, Pres. First Interstate Credit Alliance, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Patrick White  
(Signature of Secured Party)

**PATRICK WHITE, ASST. VICE PRES.**  
Type or Print Above Signature on Above Line

18507.5



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  
Superior Steel Products, Inc. d/b/a  
Superior Steel Erectors, Inc.

ATTEST  
Secretary  
By Johnnie W. Geddings, Pres (Title)  
Mortgagor (Seal)

STATE OF Maryland }  
COUNTY OF Anne Arundel } ss

Johnnie W. Geddings being duly sworn, deposes and says

- 1. He is the President of Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
NOTARY PUBLIC

Johnnie W. Geddings

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 \_\_\_\_\_ Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written  
(Notarial Seal) \_\_\_\_\_ NOTARY PUBLIC  
CA (8777)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 17, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Grove Hydraulic Rough Terrain Crane	RT605	40224
One (1)	30 Ton Bucyrus Erie Hydraulic Crane	450	45C11B
One (1)	30 Ton Bantam Hydraulic Truck Crane	T-788	8903570
One (1)	Bantam Crane with 424 Carrier Truck S/N 8506806	T-588	

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:

Superior Steel Products, Inc. d/b/a  
Superior Steel Erectors, Inc.

By: Johnnie W. Keeling Pace

STATE OF MARYLAND

278307

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. \$ 81,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$567.00.

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

1. DEBTOR

Name Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.  
Address 921 Hillcrest Road Hanover, MD 21076

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

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

RECORD FEE 18.00  
RECORD TAX 557.00  
POSTAGE **OK** .50  
44-2210 02-5 801 109456  
08/05/89  
W. W. SCHAFER  
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)

Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.

Thomas W. Geddinas, Pres.  
(Signature of Debtor)

Thomas W. Geddinas, Pres. First Interstate Credit Alliance, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Patrick White  
(Signature of Secured Party)

**PATRICK WHITE, ASST. VICE PRES.**  
Type or Print Above Signature on Above Line

18 907.5

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

545-214

THIS MORTGAGE made the 17th day of August, 1989 by and between  
Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc., having its principal place of business at  
921 Hillcrest Road Hanover, MD 21076

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH:

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

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement 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 personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

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

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

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

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York. Mortgagee agrees 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 Mortgagor at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

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

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

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

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

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written  
Superior Steel Products, Inc. d/b/a  
Superior Steel Erectors, Inc. (Seal)

ATTEST  
Secretary  
By Johnnie W. Geddings Pres (Title)  
Mortgagor

STATE OF Maryland } ss  
COUNTY OF Anne Arundel }

Johnnie W. Geddings being duly sworn, deposes and says

- 1. He is the President of Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same (hereinafter called "Mortgagee") in the
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

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

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name 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 Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written  
NOTARY PUBLIC (CAL-8777)

(Notarial Seal)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 17, 19 89 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Grove Hydraulic Rough Terrain Crane	RT605	40224
One (1)	30 Ton Bucyrus Erie Hydraulic Crane	450	45C11B
One (1)	30 Ton Bantam Hydraulic Truck Crane	T-788	8903570
One (1)	Bantam Crane with 424 Carrier Truck S/N 8506806	T-588	

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:

Superior Steel Products, Inc. d/b/a  
Superior Steel Erectors, Inc.

By: John W. Gable \_\_\_\_\_

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

Inventory/Equipment

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

1. DEBTOR

Name American Work Platforms, Inc.

Address 823 Fairview Avenue Linthicum Heights, MD 21090

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)

Inventory of new and used machinery, equipment, attachments, accessories  
and replacement parts thereof, manufactured or sold by Malmqvist, its  
divisions, subsidiaries or affiliate company now owned or hereafter  
acquired, and upon which any sum of money, whether principal or interest,  
remains unpaid, plus all proceeds derived therefrom.

RECORD FEE 11.00

POSTAGE CK .50

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) 45.201 710F07

08/25/89

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

H. ERLE THAYER  
COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

American Work Platforms, Inc.  
Robert A. Reese VP  
James W. Goodo Pres  
(Signature of Debtor)

James W. Goodo, Pres  
Type or Print Above Name on Above Line

(Signature of Debtor)

Robert A. Reese, VP  
Type or Print Above Signature on Above Line

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

11/50

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 11 19 89 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Three (3)	New MA500-6 High Climbers Malmqvist Work Platforms		2349 2350 2351
Two (2)	New MA-500 High Climbers Malmqvist Work Platforms		2322 2199
<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:

American Work Platforms, Inc.

By: Robert A. Lewis VP  
James W. Hoode Pres

STATE OF MARYLAND

545-219

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275000

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 1-18-89 (DATE)

1. DEBTOR

Name Cunningham Sand & Gravel, Inc.  
Address Box 1073 Crownsville, MD 21032

J. P. CLARK

RECORD FEE 10.00

2. SECURED PARTY

Name Keystone Acceptance Corporation  
Address 2001 State Road Camp Hill, PA 17011

POSTAGE .50

RECORDED 17345 101 110:19

01/25/89

H. ERIC SCHAFER

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated \_\_\_\_\_

1050

[Signature]  
(Signature of Secured Party)

Keystone Acceptance Corporation  
Type or Print Above Name on Above Line

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at \_\_\_\_\_ Anne Arundel Co.,
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 250,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Maryland State Department dtd 8/18/89 amt \$825.00

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

Atlantic Contracting & Material Co., Inc. 9712 Dorval Avenue, Upper Marlboro, MD  
Interstate 97 & Benfield Road, Glen Burnie, MD

5a. (Required for farm products) Debtor's Social Security or IRS tax I.D. No. \_\_\_\_\_

6. Secured Party: Maryland National Bank Address: Department LDRU  
Post Office Box 987, Mailstop 022801  
Attention: R. Riley Baltimore, Maryland 21203

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

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

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

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

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

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

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

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

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

See Schedule A attached.

Debtor: Atlantic Contracting & Material Co., Inc.

Secured Party: Maryland National Bank

By: John Madden, Sr. Pres (Seal)  
Type name and title, if any

By: [Signature] (Seal)

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

C. Todd Brown, Vice President  
Type name and title

MARYLAND NATIONAL BANK

207-95 REV. 7/88

RETURN TO:  
MARYLAND NATIONAL BANK  
ATTN: LEGAL DOCUMENTATION  
REVIEW UNIT  
P.O. BOX 17372  
BALTIMORE, MARYLAND 21203

11.5

SCHEDULE A

545 ME 221

UNIT A

REX MODEL "S" CONCRETE PAVING PLANT  
 CONSISTING OF: BASE TRAILER WITH 5000  
 GA. WATER TANK WITH AIR OPERATED AUTO  
 FILL LEVEL CONTROL. 12YD AGGREGATE  
 BATCHER 48" WIDE BATCH BELT CONVEYOR  
 50 H.P. DRIVE, HEAD PULLEY WITH LAGGING  
 20 H.P. AIR COMPRESSOR, 20 H.P. 3" WATER  
 PUMP AND 3" BAOGER METER, 3 H.P.  
 AERATION BLOWER. 3" TEMPER WATER METER.  
 (NO ADMIX HARDWARE). PAINT INSIDE OF  
 WATER TANK.

UNIT B

TRAILERIZATION CEMENT BIN 660 BBL SPLIT  
 WITH DOUBLE WALL 1/3 - 2/3. 3 5" AIR  
 PIPES IN 2/3 COMPARTMENT AND 1 - 5" AIR  
 PIPE IN 1/3 COMPARTMENT, WITH 4"  
 ADAPTERS, SAFETY CLIMB LADDER, HANDRAIL  
 TOEBOARDS, HI AND LOW BIN SIGNALS AND  
 ROTARY GATES. ATMOSPHERIC VENTS. LOWER  
 BATCHER STRUCTURE WITH TRANSPORTATION  
 DEVICE.

12 YD CEMENT BATCHER BATCHED WITH WATER  
 RESERVOIR AND MIXER CHARGING CHUTE

UNIT C

TRAILERIZED AGGREGATE BIN 135 TON  
 (90 YD) THREE COMPARTMENT.

UNIT D

TRAILERIZED TILT MIXER - 12 YD WITH  
 TWO (2) 60 H.P. DRIVES, 30 H.P.  
 HYDRAULIC PAC AND STEEL MIXER STAND.  
 POLY LINERS DRUM AND BLADES.

UNIT E

REX T-1800 BATCHING CONTROL INCLUDING  
 TILT MIXER CONTROLS  
 RECORDING AND STAND/2 PART PRINTER  
 HORIZONTAL MIXER CONTROLS  
 MATERIAL ON HAND INVENTORY  
 INVENTORY SENTRY  
 METERED WATER INTO RESERVOIR  
 CEMENT 1-1A SWITCH  
 HORN PUSH BUTTON  
 SPART PARTS KIT FOR COMPUTER.  
 IMC MOISTURE METER IN SEPARATE  
 ENCLOSURE.  
 RECORD TEMPER WATER  
 TEMPER WATER COUNTER AND PUSH BUTTON  
 LITE BOX FOR HI AND LOW CEMENT SIGNALS

UNIT F

DIAL SCALES, AGGREGATE 48,000# X 40#  
 CEMENT 9,000# X 7.5#

UNIT G

460 VOLT POWER PANEL FOR THE FOLLOWING  
 MOTORS:

TWO - 60 H.P. MIXER  
 30 H.P. HYD PAC  
 20 H.P. AIR COMPRESSOR  
 3 H.P. AERATION BLOWER  
 20 H.P. WATER PUMP  
 15 H.P. AUX STARTER W/ON-OFF SWITCH,  
 RECEPTACLE AND PLUG (NO CORD)  
 50 H.P. BATCH BELT  
 15 H.P. WELL PUMP

3 - 25 H.P. AUX. STARTER W/ON-OFF  
 SWITCH, RECEPTACLE & PLUG (NO CORD)  
 ELECTRICAL PLUGS AND CORDS. 20' LONGER  
 CORDS

POWER AND CONTROL.  
 BOLT METER AND AIR PRESSURE GAUGE  
 MOUNTED ON PLANT

UNIT H

FINISH COAT PAINT - OMAHA ORANGE

UNIT J

LOOSE FIELD MATERIAL AND ERECTION  
 PACKAGE.

PLANT SER #1757

TERMS OF PAYMENT:

10% WITH ORDER  
 BALANCE DUE ON PRO-RATED BASIS AS  
 PLANT IS PICKED-UP OR BY 7-15-87,  
 WHICHEVER IS SOONER.

545-222

278370

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Waterside, Inc.		1402 Colony Road,	Pasadena,	Maryland

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Patricia Kendall	4416	North 25th Street,	Arlington,	Virginia

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 Exhibit "A" attached hereto

RECORD FEE 11.00  
 POSTAGE .50  
 48/05/89  
 CK  
 H. ERLE SCHAFER  
 CIRCUIT COURT

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

CHECK THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.) N/A
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference. N/A
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ 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)

Waterside, Inc.	_____ (Seal)
By: <u>[Signature]</u>	<u>[Signature]</u> (Corporate, Trade or Firm Name)
Dennis Blaney, President	Signature of Secured Party or Assignee

MAX & LONDON, P.A.  
8701 Georgia Avenue, #200  
Silver Spring, MD. 20910  
RETURN TO:

11.00

EXHIBIT "A"

All rights to distributions from White Rocks Limited Partnership, whether arising from the sale, transfer or refinancing of partnership assets, cash flow from operations, profits, the return of capital contributions, dissolution of the partnership, sale or liquidation of partnership property, or otherwise, relating to the Debtor's limited partnership units numbered seven (7) and eight (8) in White Rocks Limited Partnership.

All rights to distributions from White Rocks Limited Partnership, whether arising from the sale, transfer or refinancing of partnership assets, cash flow from operations, profits, the return of capital contributions, dissolution of the partnership, liquidation of partnership property, or otherwise, relating to the Debtor's limited partnership units numbered seven (7) and eight (8) in White Rocks Limited Partnership.

All rights to distributions from White Rocks Limited Partnership, whether arising from the sale, transfer or refinancing of partnership assets, cash flow from operations, profits, the return of capital contributions, dissolution of the partnership, liquidation of partnership property, or otherwise, relating to the Debtor's limited partnership units numbered seven (7) and eight (8) in White Rocks Limited Partnership.

All proceeds from the sale of the Debtor's limited partnership units numbered seven (7) and eight (8) in White Rocks Limited Partnership.

The proceeds and products of the aforesaid collateral.

1319G

545-224 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

278071  
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 Stuart F. Carwile

Address 311 Tucker Street, Annapolis, MD 21401

2. SECURED PARTY

Name The Central Trust Company, N.A.

Address 201 East Fifth Street, Cincinnati, OH 45202  
Attn: Regional /Special Industries Division

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

See Attached Exhibit "A"

Name and address of Assignee

Filed with Anne Arundel County - Clerk of the 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)

Stuart F. Carwile  
(Signature of Debtor)

Stuart F. Carwile  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

The Central Trust Company, N.A.  
Type or Print Above Signature on Above Line

1150

EXHIBIT A

Debtor's limited partnership interest in Legend Communications of Pennsylvania Limited Partnership ("Partnership") and all profits of and income from, returns of contributions of capital by, and repayments of debts and liabilities by the Partnership; all payments on account of the purchase of Debtor's interest in the Partnership upon his withdrawal, retirement, death, disability or otherwise; all distributions on dissolution of the Partnership; and all other moneys, funds and property payable or distributable to Debtor pursuant to the Partnership Agreement of the Partnership, as amended from time to time, and the proceeds thereof.

2575r

545 226 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

278372  
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 Carl R. Ramey  
Address 15 Wardour Drive, Annapolis, MD 21401

2. SECURED PARTY

Name The Central Trust Company, N.A.  
Address 201 East Fifth Street, Cincinnati, OH 45202  
Attn: Regional /Special Industries Division

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

See Attached Exhibit "A"

Name and address of Assignee

Filed with Anne Arundel County Clerk of the 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)

Carl Ramey  
(Signature of Debtor)

Carl R. Ramey  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

The Central Trust Company, N.A.  
Type or Print Above Signature on Above Line

1150

RECORD FEE 11.00  
CK POSTAGE .50  
11/25/81  
H. PALE STAFFER  
44 CO. CIRCUIT COURT

EXHIBIT A

Debtor's limited partnership interest in Legend  
Communications of Pennsylvania Limited Partnership  
("Partnership") and all profits of and income from, returns of  
contributions of capital by, and repayments of debts and  
liabilities by the Partnership; all payments on account of the  
purchase of Debtor's interest in the Partnership upon his  
withdrawal, retirement, death, disability or otherwise; all  
distributions on dissolution of the Partnership; and all other  
moneys, funds and property payable or distributable to Debtor  
pursuant to the Partnership Agreement of the Partnership, as  
amended from time to time, and the proceeds thereof.

545 228

Anne Arundel County

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

Roll No. 433

Page No. 450

Identification No. 236440

Dated January 28, 1981

1. Debtor(s) { Martin Brothers Tire Company  
T/A Martin Discount Tire  
Name or Names—Print or Type  
906 Crain Highway, N.W., Glen Burnie, Anne Arundel County, MD  
Address—Street No., City - County State Zip Code 21061

2. Secured Party { SMALL BUSINESS ADMINISTRATION  
(an Agency of the United States Government)  
Name or Names—Print or Type  
10 North Calvert St., 3rd Floor, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input 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: September 23, 1987

1987 OCT - 7 A 8:40

SMALL BUSINESS ADMINISTRATION  
Name of Secured Party  
Paul Hecht  
Signature of Secured Party  
Paul Hecht, Supervisory Loan Officer  
Type or Print (Include Title if Company)

10/30

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS  
545 229

(SUBJECT TO  
LIMOT SUBJECT TO

RECORDING FEE  
OF PRINCIPAL  
AMOUNT OF  
\$ 278373

FINANCING STATEMENT

1. Debtor(s): Boutillier Moving & Storage, Inc.  
Name or Names - Print or Type  
~~8800 x 7.5 x Kelso Drive, Baltimore, Maryland 21024~~  
Address - Street No., City - County State Zip Code  
5201 Raynor Avenue, Linthicum, Maryland 21090

2. Secured Party: Robert W. Mockard  
Name or Names - Print or Type  
5612 Enderly Road, Baltimore, Maryland 21212  
Address - Street No., City - County State

3. This Financing Statement covers the following types of property: (Describe) (Attach separate sheet if necessary).  
All 5' x 7' x 7.5' Warehouse Pallet Boxes and any additional Warehouse Pallet Boxes listed on any Supplemental Schedules hereinafter executed by the parties hereto. *And 60 Pa boxes and two boxes.*

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

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

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

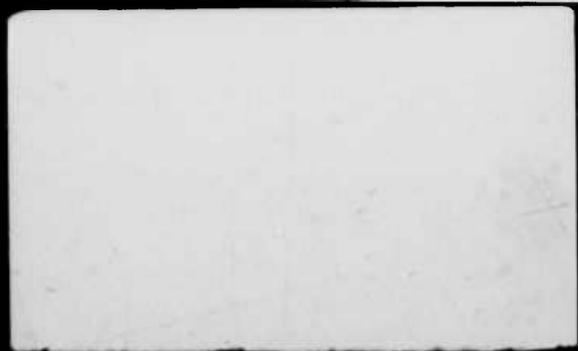
DEBTOR(S):  
BOUTILLIER MOVING & STORAGE, INC.  
By: Warren F. Boutillier  
(Signature of Debtor)  
Warren F. Boutillier, President  
\_\_\_\_\_  
Type or Print  
\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print

SECURED PARTY:  
\_\_\_\_\_  
(Company, if applicable)  
Robert W. Mockard  
(Signature of Secured Party)  
Robert W. Mockard  
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 Mark J. Daneker  
Lucas Bros. Form F-1 Semmes, Bowen & Semmes  
~~10 Light Street~~  
~~Baltimore, Maryland 21202~~  
250 W. Pratt St.  
Baltimore, Maryland 21201

RECEIVED  
STATE DEPT. OF  
ASSESSMENTS & TAXATION  
AUG 25 AM 11 54

1100  
32



Anne Arundel County, MD

545-230

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 338620

RECORDED IN LIBER 531 FOLIO 22 ON 8-16-89 (DATE)

1. DEBTOR

Name Hutzler Brothers Company

Address 200 North Howard Street, Baltimore, Maryland 21201

2. SECURED PARTY

Name Maurice L. Rothschild & Co.

Address 7450 Skokie Boulevard, Skokie, IL 60076

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

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> 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>National Traders, Inc. 2332 W. Logan Boulevard Chicago, IL 60647</p>	

RECORD FEE 10.00  
 POSTAGE .50  
 #442030-177 MAR 1989  
 08/25/89  
 H. ERNE SCHAFER  
 AR CO. CIRCUIT COURT

MAURICE L. ROTHSCHILD & CO.

Dated August 18, 1989

Clarence Permut Pres  
(Signature of Secured Party)

Clarence Permut, President  
Type or Print Above Name on Above Line

10.50

10015MM

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 \_\_\_\_\_

278376  
545 231

FINANCING STATEMENT

JACK JEFFREY STERN and PETER CHRISTIAN WARD

730 Larue Road, Millersville, Maryland 21106

1. Debtor(s)

2. Secured  
Party

KEY FEDERAL SAVINGS BANK

7F GWYNNS HILL COURT, OWINGS HILLS, MARYLAND, 21117

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

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

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

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

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

KEY FEDERAL SAVINGS BANK

*Jack Jeffrey Stern*  
JACK JEFFREY STERN

*Peter Christian Ward*  
PETER CHRISTIAN WARD

After this statement has been recorded please return to:

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

12/30/83

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

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

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described ~~IN THE DEED TO BE RECORDED HEREON AS A PART THEREOF~~

BEING LOTS Number Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block Number Sixty-Six (66) as shown and designated on the Plat entitled, Avalon Shores, Section D, recorded among the Land Records of Anne Arundel County in Plat Book No. 10, page 48 and being located on Rullman Road as shown on said plat. Being now known and designated as Lot 9R as shown on plat entitled "Administrative Minor Subdivision of Lots 9-12, Block 66, Section D, Avalon Shores" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 4872, page 115.

270077

545 233

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

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

1. DEBTOR: Evergreen Builders, Inc.  
(Name or Names—Last Name First)  
2 Evergreen Road, Severna Park, MD 21146  
(Address)

2 SECURED PARTY: Eastern Savings Bank, fsi  
(Name or Names)  
Executive Plaza II, 11350 McCormick Road, Suite 200, Hunt Valley  
(Address) MD 21031

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 "E"

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  
POSTAGE .50  
CK REGISTERED MAIL 117435  
8/28/88

(If additional sheets are attached hereto, state number thereof: TWC)

6. Proceeds of collateral are covered hereunder: YES  NO

7. This transaction (is) (~~is not~~) exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$124,800.00 Required recording tax  
paid to Clerk of the Circuit Court of Anne Arundel County

9. Filed with: Financing Statement Records of Anne Arundel County

10. RETURN TO: Semmes, Bowen & Semmes, 250 West Pratt St., Baltimore, MD

Dated this 14th day of August, 19 88

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

13.50

## EXHIBIT "A"

BEGINNING for the same at a point which marks the intersection formed by the southeast side of Cedar Road with the northeast side of Poplar Ridge Road; said point of beginning marks the westernmost corner of Lot 263 all as shown on a plat of Piney Point recorded among the Plat Records of Anne Arundel County in Plat Book 18, Page 37. Thence from the point of beginning so fixed leaving said Poplar Ridge Road and binding on the southeast side of said Cedar Road, and binding on the northwesternmost outline of said Lot 263 with meridian corrected, North 32 degrees 48 minutes 30 seconds East 181.40 feet; thence leaving said Cedar Road and binding on the southwest side of Piney Road and binding on the northeasternmost outline of said Lot 263, South 57 degrees 11 minutes 30 seconds East 118.00 feet; thence leaving said Piney Road and running through said Lot 263 for lines of division as now made, the following two courses and distances: South 11 degrees 26 minutes 30 seconds East 137.08 feet; thence South 78 degrees 33 minutes 30 seconds West 90.72 feet to intersect the aforementioned northeasternmost side of Poplar Ridge Road; thence binding on the northeasternmost side of said Poplar Ridge Road, North 64 degrees 49 minutes 30 seconds West 150.00 feet to the point of beginning.

Containing 0.7 of an acre of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor dated June 19th, 1962.

BEING Lot No. 1 as shown on a Plat recorded among the Land Records of Anne Arundel County in Liber 1773, folio 250.

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.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property. /

39901

270073

545 236

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 40,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Annapolis OB Gyn  
 James & Edith Rivers  
 James & Janice Haddock  
 Jeffery Briggs

95 CATHOACRAI ST  
 ANNAPOLIS, MD 21401

SECURED PARTY

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

Attach separate list if necessary

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

1 New WANG CS-5 Minicomputer w/134B Disk Drive, WANG Ergonomic Intelligent Terminals, MXE 4 Port Controllers for 8 System Ports, Dual Disk and Printer Controller, WANG 45MB Tape Cartridge Backup, WYSE 286 PC w/30MB Hard Disk, 360 Floppy 512K RAM, Monochrome Monitor, Panasonic Dot Matrix Printer, 132 col., 240 cps w/NLO together with all software and all proceeds (cash & non-cash) of the above described computer system.

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

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

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

Debtor (or Assignor) Annapolis OB Gyn

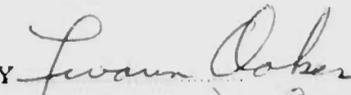
Secured Party (or Assignee)

By:

  
 James Rivers

FARMERS NATIONAL BANK OF MARYLAND

BY

  
 TRUMAN D. OAKES, U.P.

Type or print names under signatures

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

11-  
 210-  
 X

039806

270079

545 237

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 7,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Powers-Smith, LTD

1612 Ridout Road  
Annapolis, Maryland 21401

RECORD FEE 11.00  
 RECORD TAX 49.00  
 CK FEE .50

SECURED PARTY

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
  - 1 New Compaq Deskpro 386s Model 40 Computer System with Compaq D.O.S. 3.31, 14" Compaq Color Monitor, Compaq 40 MB Tape Drive, & Okidata 391 Printer, and all other attachments hereafter acquired and all proceeds (cash & non-cash) of the above referenced equipment.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3.  Proceeds } of the collateral are also specifically covered.  
 Products }
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)

Powers-Smith, LTD

FARMERS NATIONAL BANK OF MARYLAND

By:

*Marjorie P. Smith*  
Marjorie P. Smith, Pres

BY

*Luan D. Oakes*  
LWAN D. OAKES, J.P.

Type or print names under signatures

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

11-  
49-  
5

278380

545 238

030380

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 13,000.00

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

Name of Debtor  
Gregory W. Overstreet  
Pamela S. Overstreet

Address  
6 Austin Drive  
Edgewater, MD. 21037

Secured Party  
Farmers National Bank

Address  
5 Church Circle  
Annapolis, MD. 21401

Assignee

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

Attach separate list if necessary

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

1) New 1989 Hustler Mower, Ser. #7664686

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

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

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

Debtor (or Assignor)

Secured Party (or Assignee)

*Gregory W. Overstreet*  
*Pamela S. Overstreet*

FARMERS NATIONAL BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

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

12  
9/1  
5



(c) All leases, lettings and licenses of the land hereinafter described or any part thereof now or hereafter entered into and all right, title and interest of the Grantor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the rents, issues and profits payable thereunder.

(d) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the land hereinafter described or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the land hereinafter described by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the land hereinafter described or any easement therein, including awards for any change of grade of streets.

4. The aforesaid items are included as security in a deed of trust recorded among the Land Records of Anne Arundel County, Maryland in Liber 4401, folio 310 as amended by an amended and restated first deed of trust given by Debtor to Steven D. Shattuck and Jane A. Wilson, Substitute Trustees, recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing certain indebtedness owed by Debtor to General Electric Capital Corporation.

5. Proceeds of collateral are also covered.

6. A description of the land is attached as Schedule A.

Debtor:

RITCHIE GREENTREE ASSOCIATES  
LIMITED PARTNERSHIP, a Maryland  
Limited Partnership

By G.B. Ritchie Properties Corporation,  
General Partner

By William J. Ritchie (SEAL)

Vice President

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

SCHEDULE A  
TO  
AMENDED AND RESTATED DEED OF TRUST  
FROM  
RITCHIE GREENTREE ASSOCIATES LIMITED PARTNERSHIP  
TO  
STEVEN D. SHATTUCK and JANE A. WILSON  
SUBSTITUTE TRUSTEES

545 241

All that property located in Anne Arundel County, Maryland, and described as follows:

PARCEL ONE

BEGINNING at a point in the southerly right of way of Cedar Avenue as shown on State Roads Commission Plat Number 19235, said point further being located in the westerly line of the Governor Ritchie Highway and 25.00 feet at a right angle to the South baseline right of way station 1+06.00 for the said Cedar Avenue as shown on State Roads Commission of Maryland Plat Number 34525 and as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3416 at folio 780; thence departing said beginning point so fixed and departing said southerly right of way and now binding on said westerly line of Maryland Route 2 (Governor Ritchie Highway) as shown on said Plat with meridian referenced to Maryland State Grid North as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors

1. South 22° 47' 30" East 54.01 feet; thence southeasterly 173.83 feet along an arc of a curve to the right having a radius of 11,369.98 feet with a chord bearing and distance of
2. South 06° 13' 36" East 173.83 feet; thence continuing southeasterly along same said curve to the right with an arc of 128.25 feet and a chord bearing and distance of
3. South 05° 27' 56" East 128.25 feet to a point of tangency; thence
4. South 04° 40' 32" East 17.46 feet; and
5. South 04° 57' 26" East 70.44 feet to a point located 32.00 feet on a radial line to the right of baseline right of way station 0+00, Ramp "Y" as shown on State Roads Commission Plat Number 34525; thence
6. South 19° 39' 05" West 82.49 feet; thence southwesterly 200.82 feet along an arc of a curve to the right having a radius of 180.00 feet with a chord bearing and distance of
7. South 51° 14' 11" West 190.56 feet;
8. North 89° 40' 53" West 83.48 feet;
9. South 77° 13' 13" West 29.32 feet;
10. South 80° 02' 02" West 14.61 feet;
11. South 01° 48' 50" East 11.00 feet; and
12. North 89° 59' 58" West 92.45 feet; thence now binding on the northerly right of way of Ramp "Y" as now shown on State Roads Commission of Maryland Plat Number 34524
13. North 82° 55' 53" West 153.53 feet;
14. North 81° 56' 05" West 10.89 feet;

15. North 81° 43' 28" West 8.66 feet;
16. South 86° 58' 10" West 30.59 feet;
17. North 81° 43' 15" West 69.00 feet;
18. North 77° 03' 14" West 49.16 feet;
19. North 81° 43' 15" West 200.00 feet;
20. North 87° 30' 12" West 79.40 feet;
- 21) North 81° 43' 15" West 21.00 feet;
- 22) North 49° 13' 34" West 53.98 feet, and
- 23) North 81° 43' 24" West 200.06 feet; thence northwesterly 279.24 feet along an arc of a curve to the right having a radius of 1716.35 feet with a chord bearing and distance of
- 24) North 77° 03' 45" West 278.93 feet to intersect with the easterly line of Harris Heights Avenue as shown on a Plat entitled "Harris Heights" and recorded among the Plat Records of said county in Plat Book 4 at folio 34; thence departing the northerly line of Ramp "Y" and binding on said easterly line in part thereof
- 25) North 09° 33' 45" West 84.59 feet to intersect with the southerly line of Sycamore Drive as recorded among the Land Records of the aforesaid county in Liber 2617 at folio 352; thence departing the aforesaid easterly line and now binding reversely on said southerly line of Sycamore Drive
- 26) North 80° 26' 17" East 131.16 feet, and
- 27) North 64° 58' 17" East 252.54 feet to the point marking the southerly corner common to Sycamore Drive and that of Anne Arundel County, Maryland, a body corporate and public of the State of Maryland, as recorded among the Land Records of the aforesaid county in Liber 2635 at folio 897; thence binding reversely with the southerly line of division
- 28) North 64° 58' 17" East 50.00 feet to a point marking the corner common to Anne Arundel County, Maryland and that of Chertkof Property as recorded among aforementioned Land Records in Liber 2465 at folio 350; thence continuing
- 29) North 64° 58' 17" East 522.15 feet to intersect with westerly line of Cedar Avenue for a total distance of 572.15 feet; thence binding on the southerly line of Cedar Avenue as shown on State Roads Commission of Maryland Plat Number 19235
- 30) South 07° 32' 37" East 10.40 feet;
- 31) North 64° 15' 32" East 16.44 feet; thence northeasterly 193.20 feet along an arc of a curve to the right having a radius of 424.99 feet with a chord bearing and distance of
- 32) North 77° 16' 51" East 191.54 feet;
- 33) South 00° 18' 17" West 20.00 feet;
- 34) South 80° 28' 00" East 129.93 feet;
- 35) North 18° 46' 00" East 20.00 feet; thence southeasterly 3.89 feet along an arc of a curve to the right having a radius of 425.00 feet with a chord bearing and distance
- 36) South 70° 58' 20" East 3.89 feet to a point of reverse curvature; thence southeasterly 218.39 feet along a curve to the left having a radius of 475.00 feet with a chord bearing and distance of

37) South 83° 52' 59" East 216.47 feet, and

38) South 82° 56' 50" East 44.00 feet to the point and place of beginning.

CONTAINING 16.2931 acres of land, more or less.

TOGETHER WITH Parcel 2 more particularly described as follows:

PARCEL TWO

515 243

BEGINNING at a point in the westerly right of way of Maryland Route 2 (Governor Ritchie Highway), said point being located 132.00 feet at a right angle to the west of baseline right of way station 3+28.00 as shown on State Roads Commission of Maryland Plat Number 19235; thence departing said point so fixed and binding on said westerly right of way in part thereof with meridian reference to Maryland State Grid North as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors,

- 1) South 07° 38' 40" East 14.20 feet;
- 2) South 07° 38' 09" East 100.32 feet, and
- 3) South 22° 58' 58" East 99.35 feet to intersect with the northerly line of Cedar Avenue as shown on said State Roads Commission Plat; thence binding reversely with said northerly line in part thereof
- 4) South 82° 56' 50" West 44.00 feet; thence northwesterly 168.11 feet along an arc of a curve to the right having a radius of 425.00 feet with a chord bearing and distance of
- 5) North 85° 43' 16" West 167.02 feet; thence
- 6) North 15° 36' 39" East 20.00 feet;
- 7) North 75° 59' 17" West 131.46 feet, and
- 8) South 07° 03' 10" West 20.00 feet; thence northwesterly 68.80 feet along an arc of a curve to the left having a radius of 475.00 feet with a chord bearing and distance of
- 9) North 87° 05' 53" West 68.74 feet to intersect with the southerly line of the Chertkof Property as recorded among the Land Records of Anne Arundel County, Maryland in Liber 2465 at folio 350 thence binding reversely with said southerly line
- 10) North 64° 58' 13" East 385.70 feet to the point and place of beginning.

CONTAINING 0.9144 acres of land, more or less.

STATE OF MARYLAND

545-244

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 497 FOLIO 403 ON April 29, 1986 (DATE)

1. DEBTOR

Name Ritchie Greentree Associates  
Address 44 W. Lancaster Ave., Ardmore, PA 19003

2. SECURED PARTY

Name Fidelity Bank, National Association  
Address Broad & Walnut Sts., Philadelphia, PA 19109

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: General Electric Capital Corporation 81 Main St., Suite 207 White Plains, New York 10601</p> <p>AFTER RECORDING RETURN TO: Mrs. Alice M. Brown Legal Assistant Piper &amp; Marbury 1100 Charles Center South 36 South Charles Street Baltimore, Maryland 21201</p>	

RECORDED FEE 10.00  
 RELEASE .50  
 4-23-86 1745 301 714135  
 08/28/89  
 J.F. QUINN  
 H. ERLE SCHAFER  
 4A CO. DISTRICT COURT

Dated August 23, 1989

FIDELITY BANK, NATIONAL ASSOCIATION  
BY: [Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

10-15

STATE OF MARYLAND

545 245

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268404

RECORDED IN LIBER 514 FOLIO 167 ON 7/6/87 (DATE)

1. DEBTOR

Name Ritchie Greentree Associates Limited Partnership

Address 44 W. Lancaster Ave., Ardmore, PA 19003

2. SECURED PARTY

Name Fidelity Bank, National Association

Address Broad & Walnut Sts., Philadelphia, PA 19109

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <input checked="" 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><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Assignee:</p> <p>General Electric Capital Corporation 81 Main St., Suite 207 White Plains, New York 10601</p>		
<p>AFTER RECORDING RETURN TO:</p> <p>Mrs. Alice S. Brown Legal Assistant Piper &amp; Marbury 1100 Charles Center South 38 South Charles Street Baltimore, Maryland 21201</p>		

RECORD FEE 10.00  
POSTAGE .50  
#657520 1345 201 714/30  
08/28/89

Dated August 23, 1989

FIDELITY BANK, NATIONAL ASSOCIATION

By: [Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line



STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278382

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Woodward & Lothrop Incorporated  
Address 2800 Eisenhower Avenue, Alexandria, VA 22314-4579

2. SECURED PARTY

Name Woodward & Lothrop Credit Corp.  
Address 2900 Eisenhower Avenue, Alexandria, VA 22314-4579

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

All present and future accounts receivable and proceeds thereof, as more particularly described in Schedule A attached hereto.

Name and address of Assignee  
WL Funding Trust  
c/o Wilmington Trust Company  
Rodney Square North  
Wilmington, DE 19890

Filed with: Clerk of Circuit Court of Anne Arundel Co.

Local Address: 39 Parole Plaza, Annapolis, MD 21401

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Woodward & Lothrop Incorporated

By

*Judith Pickering*  
(Signature of Debtor)

Judith Pickering, Secretary  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Woodward & Lothrop Credit Corp.

By

*Joseph Gallucci*  
(Signature of Secured Party)

Joseph F. Gallucci, President

Type or Print Above Signature on Above Line

RECORDING FEE 13.00  
POSTAGE .50  
GK 4-53770 2345 R01 708189  
08/29/89  
H. FRISCHBAUM  
AA CO. CIRCUIT COURT

## Schedule A to UCC-1 Financing Statement

Debtor: Woodward & Lothrop Incorporated  
2800 Eisenhower Avenue  
Alexandria, VA 22314-4579

Secured Party: Woodward & Lothrop Credit Corp.  
2900 Eisenhower Avenue  
Alexandria, VA 22314-4579

Assignee of Secured Party: WL Funding Trust  
c/o Wilmington Trust Company  
Rodney Square North  
Wilmington, DE 19890

Following is a description of the collateral covered by the UCC-1 financing statement to which this Schedule A is attached and of which this Schedule A is a part:

All of the Debtor's right, title, and interest in, to, and under all present and future Accounts and Proceeds thereof, as such terms are defined below.

As used in this Schedule A the following terms have the respective meanings set forth below:

"Accounts" means all rights to payment now or hereafter existing under, arising out of, or otherwise relating to any of Debtor's present or future private label credit card accounts, whether such rights to payment arise with respect to goods sold or leased or services rendered or arise from related finance or other charges or fees and whether such rights to payment may be characterized as accounts, contract rights, general intangibles, or chattel paper under the Uniform Commercial Code as in effect in any applicable jurisdiction. The aforementioned rights to payment include, without limitation, any and all of Debtor's rights in, to and under any purchase orders, instruments, receipts and other documents evidencing obligations for payment for goods sold or leased or for services rendered, and any and all of Debtor's rights with respect to any goods represented by any of the foregoing, including rights of rescission, replevin, reclamation and stopping in transit and rights to returned, reclaimed and repossessed goods, and all monies due or to become due to Debtor under present or future contracts for the sale or lease of goods and/or the performance of services (whether or not yet earned by performance).

"Proceeds" shall have the meaning set forth in Section 9-306 of the Uniform Commercial Code and shall include,

without limitation, any and all proceeds of any applicable insurance, indemnity, warranty or guaranty, any and all payments (in any form whatsoever) made or due and payable from time to time in connection with requisition, confiscation, condemnation, seizure or forfeiture by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and any and all other amounts from time to time paid or payable under or in connection with any of the Accounts.

8991C

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 545 FOLIO 246 ON 8-29-89 (DATE)

1. DEBTOR

Name Woodward & Lothrop Incorporated

Address 2800 Eisenhower Avenue, Alexandria, VA 22314-4579  
39 Parole Plaza, Annapolis, MD 21401

2. SECURED PARTY

Name W L Funding Trust

Address c/o Wilmington Trust Company, Attn: Corp. Trust Administration  
Rodney Square North, Wilmington, DE 19890

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <input checked="" 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><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Assignee: <u>Manufacturers Hanover Trust Company (California), as Trustee</u> <u>50 California Street, 10th Floor</u> <u>San Francisco, CA 94111</u></p>	
	<p>Collateral Assigned: <u>All present and future accounts receivable and proceeds thereof, as described in the original financing statement and as more particularly described on Schedule A attached hereto.</u></p>	

Filed with: Clerk of the Circuit Court of Anne Arundel County

RECORDED FEE 12.00  
POSTAGE .50  
345 P21 108738  
08/29/89  
E. LE SCHAFER  
CIRCUIT COURT

Dated 8-28-89

WL Funding Trust  
By Wilmington Trust Company, as Trustee

[Signature]  
(Signature of Secured Party)

Norma P. Closs, Vice President  
Type or Print Above Name on Above Line

12  
2

Schedule A to UCC-3 Assignment

Debtor: Woodward & Lothrop Incorporated  
2800 Eisenhower Avenue  
Alexandria, VA 22314-4579

Secured Party: WL Funding Trust  
c/o Wilmington Trust Company  
Rodney Square North  
Wilmington, DE 19890

Assignee of Secured Party: Manufacturers Hanover Trust Co.  
(California), as Trustee  
50 California Street, 10th Floor  
San Francisco, CA 94111

Following is a description of the collateral covered by the UCC-3 assignment to which this Schedule A is attached and of which this Schedule A is a part:

All of the Debtor's right, title, and interest in, to, and under all present and future Accounts and Proceeds thereof, as such terms are defined below.

As used in this Schedule A the following terms have the respective meanings set forth below:

"Accounts" means all rights to payment now or hereafter existing under, arising out of, or otherwise relating to any of Debtor's present or future private label credit card accounts, whether such rights to payment arise with respect to goods sold or leased or services rendered or arise from related finance or other charges or fees and whether such rights to payment may be characterized as accounts, contract rights, general intangibles, or chattel paper under the Uniform Commercial Code as in effect in any applicable jurisdiction. The aforementioned rights to payment include, without limitation, any and all of Debtor's rights in, to and under any purchase orders, instruments, receipts and other documents evidencing obligations for payment for goods sold or leased or for services rendered, and any and all of Debtor's rights with respect to any goods represented by any of the foregoing, including rights of rescission, replevin, reclamation and stopping in transit and rights to returned, reclaimed and repossessed goods, and all monies due or to become due to Debtor under present or future contracts for the sale or lease

of goods and/or the performance of services (whether or not yet earned by performance).

"Proceeds" shall have the meaning set forth in Section 9-306 of the Uniform Commercial Code and shall include, without limitation, any and all proceeds of any applicable insurance, indemnity, warranty or guaranty, any and all payments (in any form whatsoever) made or due and payable from time to time in connection with requisition, confiscation, condemnation, seizure or forfeiture by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and any and all other amounts from time to time paid or payable under or in connection with any of the Accounts.

8946C

INDEMNITY FINANCING STATEMENT

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

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

- 1. NAMES AND ADDRESS OF INDEMNITOR: PINEY ORCHARD MASTER PARTNERSHIP  
c/o The RMS Group, Inc.  
8808 Centre Park Drive, Suite 100  
Columbia, Maryland 21045
- 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 Indemnity Financing Statement covers all right, title and interest of the Indemnitor 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 Indemnitor's obligations thereunder), (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 and (iv) all tap fees for water connections and usage and all impact fees with respect to the Property and to which the Indemnitor may now or hereafter be entitled, as authorized by Anne Arundel County from time to time. The term "Property" means all or any portion of: (i) the

RECORD FEE 27.00  
CK 1.50  
ESTIMATE 1.45  
TOTAL 29.95

0  
2  
1

COLUMBIA TOWN CENTER TITLE COMPANY  
Suite 750, Equitable Bank Center  
Columbia, Maryland 21044

JB-163-c

land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in an Amendment and Restatement of Indemnity Deed of Trust dated August 25, 1989 (the "Deed of Trust") executed by the Indemnitee 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 Indemnitor certifies that no Recordation Tax is payable in connection with the recording of this Indemnity Financing Statement.

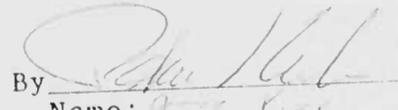
6. The Indemnitor is the record owner of the Land described in Exhibit A.

INDEMNITOR:

PINEY ORCHARD MASTER PARTNERSHIP

By: Piney Orchard Limited Partnership, Partner

By: BOKS-11, Inc., General Partner

By:   
Name: Peter Kice  
Title: President

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

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

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PART OF PINEY ORCHARD TRACT  
FOURTH DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

January 8, 1988

BEGINNING for the same at a point on the southeastmost side of Patuxent Road (30 feet wide right-of-way), the said point being at the northwest corner of one of the parcels of land conveyed by J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation by deed dated September 17, 1952 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 648, page 591 (the said beginning point being more particularly the end of the eighteenth or North 51 28' East 20.55 feet line of the 112.12 acre tract described as the first parcel [Tract #1] in the deed from Thorpe Nesbit and Elizabeth S. Nesbit, his wife to J. Brooks Mellor dated January 31, 1952 and recorded among the said Land Records in Liber J.H.H. No. 665, page 453 and the said beginning point also being the beginning point of the land described in the deed from Virginia Widner, unmarried, and Mike Peric, unmarried, to Gloria Barattini and Jonnie Mae Young dated October 4, 1954 and recorded among the said Land Records in Liber J.H.H. No. 869, Folio 207; thence from the said beginning point running with the nineteenth or South 34 20' East 470.3 feet line of the above mentioned 112.12 acre tract and also running with the first or South 34 27' East 470.30 feet line of the land described in the last above mentioned deed, with bearings referred to the Maryland State Plane Coordinate System,

(1) South 42 07' 59" East 470.30 feet; thence running with the twentieth or North 62 03' East 194.8 feet line of the above mentioned 112.12 acre tract and also running with the second or North 61 59' East 130.00 feet line of the land described in the above mentioned deed to Barattini and Young and continuing and running, reversely, with the fifth or South 61 59' West 44.80 feet line of the land described in the deed from Blanche Shipley to Charles J. Atas and Gilda Gay Atas, his wife, dated September 6, 1977 and recorded among the said Land Records in Liber W.G.L. No. 3028, page 630, in all,

(2) North 54 15' 01" East 194.80 feet to a pipe found; thence running with the twenty-first or South 53 15' East 171.37 feet line of the above mentioned 112.12 acre tract and also running, reversely, with the fourth or North 53 19' West 131.37 feet line of the land described in the above mentioned deed to Atas,

(3) South 61 02' 59" East 131.36 feet to a pipe found; thence running with the twenty-second or North 33 41' East 1340.62 feet line of the above mentioned 112.12 acre tract ( and also running, reversely, with the third or South 33 45' West 117.0 feet line of the above mentioned deed to Atas and continuing in a northeasterly direction and binding on the southeastmost lines of Lot 3, Lot 2 and Lot 1 as shown on the plat titled "Frankie Wilson Property" filed among the said Land Records in Liber W.G.L. No. 3197, page 232 and continuing and running with the third or North 33 45' East 145'+ feet line of the land described in the deed from Donald Monroe Hood and Betty Lou Hood, his wife to Harold Lehtma and Carol Lehtma, his wife, dated April 9, 1970 and recorded among the said Land Records in Liber M.G.H. No. 2341, page 155 and continuing and running with the second or North 33 45' East 95+ feet line of the land described in the deed from the last named grantors to Lawrence Joseph Shinski and Bertha Ann Shinski, his wife, dated September 20, 1962 and recorded among the said Land Records in Liber L.N.P. No. 1597, page 125 and continuing and running with the third or North 33 45' East 102.47 feet line of the land described in the deed from Norman C. Hood and Ethel M. Hood, his wife, to Wilmer Lee Gardner and Florence M. Gardner, his

EXHIBIT A.

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wife, dated March 14, 1959 and recorded among the said Land Records in Liber G.T.C. No. 1260, page 233 and continuing and running with the second or North 33 43' East 224.47 feet line of the land described in the deed from Richard K. Ames, by Dolores N. Ames, his attorney-in-fact and Dolores N. Ames, his wife, to Edward D. Gaskin and Carolyn A. Gaskin, his wife, dated July 20, 1979 and recorded among the said Land Records in Liber W.G.L. No. 3223, page 842 and continuing and running with part of the third or North 33 45' East 216.49 feet line of the land described in the deed from Frankie Wilson and Sons, Inc. to Wilmer Lee Gardner and Florance M. Gardner, his wife, dated September 30, 1952 and recorded among the said Land Records in Liber J.H.H. No. 711, page 216) in all,

(4) North 25 57'23" East 1340.70 feet to a post; thence running with the twenty-third and twenty-fourth or the South 64 19' East 643.5 feet and the North 51 41' East 12.0 feet lines of the above mentioned 112.12 acre tract (and also running with the fourth or South 64 15' East 169.75 feet line of the land described in the above mentioned deed to Gardner and continuing and running with the second or South 64 15' East 274.82 feet line of the second parcel of land described in the deed from Charles W. Clutz, Jr., et al, to Harvey A. Robinson and Mary E. Robinson, his wife, dated June 25, 1970 and recorded among the said Land Records in Liber M.S.H. No. 2350, page 553 and continuing and running with the southmost boundary of the third parcel of land conveyed by the last above mentioned deed (the said third parcel being a road twenty feet in width previously laid out) and continuing and running with the fourth or South 64 13' East 198.92 feet line of the land described in the deed from Linnie D. Romine and Agnes Marie Romine, his wife, to James R. Chapman and Virginia M. Chapman, his wife, dated December 18, 1969 and recorded among the said Land Records in Liber M.S.H. No. 2324, page 483) the following two (2) courses and distances, viz:

(5) South 71 56'04" East 643.36 feet to a pipe found and

(6) North 43 53'22" East 11.97 feet to a pipe found in the third or South 06 03' East 318.35 feet line of the land described in the deed from Thorpe Nesbit and Elizabeth B. Nesbit, his wife, to Clarence Conway, dated November 2, 1949 and recorded among the said Land Records in Liber J.H.H. No. 566, page 42; thence running with part of the said third line and continuing and running with the second or South 06 03' East 93.75 feet line of the land described in the deed from Clarence Conway and Mary T. Conway, his wife, to Alice Theresa Conway, dated October 20, 1975 and recorded among the said Land Records in Liber W.G.L. No. 2802, page 343 and also running with the twenty-fifth or South 06 20' East 260.00 feet line of the above mentioned 112.12 acre parcel

(7) South 13 57'39" East 260.79 feet to the end of the last mentioned second line and to a point in the third or North 85 35' East 650.80 feet line of the land described in the deed from Fobbie Daniel and Ethel L. Daniel, his wife, to Peter Harrison and Ruth E. Harrison, his wife, dated July 30, 1957 and recorded among the said Land Records in Liber G.T.C. No. 1139, page 376; thence running, reversely, with part of the last mentioned third line and continuing and running, reversely, with the second or North 85 35' East 435.00 feet line of the land described in the deed from South Shore Development Co., a Maryland Corporation to Piney Orchard Limited Partnership, a Maryland Limited Partnership, dated December 1, 1986 and recorded among the said Land Records in Liber H.E.S. No. 4214, Folio 83 and also running with the twenty-sixth or South 85 17' West 745.8 feet line of the above mentioned 112.12 acre parcel,

(8) South 77 33'35" West 744.64 feet to a pipe found; thence running with the twenty seventh or South 05 45' East 100.00 feet line of the above mentioned 112.12 acre parcel and also running, reversely, with the first line of the land described in

the above mentioned deed to Piney Orchard Limited Partnership,  
 (9) South 13 28'13" East 99.87 feet to a pipe found; thence running with the twenty-eighth or South 03 45' East 100.00 feet line of the above mentioned 112.12 acre parcel and also running, reversely, with the third or North 05 23' West 100.00 feet line of the land described in the deed from Thorpe Nesbit and Elizabeth B. Nesbit, his wife, to Nathaniel G. Stevenson et al, dated September 21, 1948 and recorded among the said Land Records in Liber J.H.H. No. 506, Folio 368,

(10) South 13 28'18" East 99.75 to a pipe found; thence running with the twenty-ninth or North 85 17' East 201.9 feet line of the above mentioned 112.12 acre parcel and also running, reversely, with the second or South 85 35' West 201.9 feet line of the land described in the above mentioned deed to Stevenson,

(11) North 77 33'35" East 201.90 feet to the end of the second or North 02 23' West 1199.82 feet line of the second parcel of land described in the deed from Reliable Contracting Company, Inc., to Winwood Corporation, dated August 9, 1955 and recorded among the said Land Records in Liber S.T.C. No. 955, page 385; thence leaving the above mentioned 112.12 acre parcel and running with part of the third or North 85 35'20" East 887.10 feet line of the second parcel of land described in the last mentioned deed and also running, reversely, with part of the first line of the land described in the above mentioned deed to Stevenson,

(12) North 77 33'35" East 586.29 feet to the end of the first or South 85 35'20" West 296.27 feet line of the land described in the deed from Reliable Contracting Company, Inc. to Joseph Conway and Josephine Conway, his wife, dated October 13, 1945 and recorded among the said Land Records in Liber No. J.H.H. No. 343 page 92; thence leaving the outline of the above mentioned Stevenson parcel and running with the second line of the land described in the above mentioned deed to Conway and continuing and running, reversely, with the third or North 02 23' West 150.07 feet line of the land described in the deed from Reliable Contracting Company, Incorporated to Wesley John Conway and Mary E. Conway, his wife, dated May 3, 1943 and recorded among the said Land Records in Liber J.H.H. No. 359, page 257, in all,

(13) South 10 24'45" East 300.52 feet to a concrete monument found; thence running, reversely, with part of the second or South 85 35'20" West 313.99 feet line of the land described in the last above mentioned deed,

(14) North 77 16'50" East 136.58 feet to a pipe found at the end of the third or North 04 33' West 100.00 feet line of the land described in the deed from Reliable Contracting Company, Incorporated, to Edward Galloway and Eleanor Galloway, his wife, dated November 26, 1951 and recorded among the said Land Records in Liber J.H.H. No. 661, page 264; thence leaving the parcel of land described in the deed to Wesley John Conway and wife and running, reversely, with the above mentioned third line of the land described in the deed to Galloway and continuing and running, reversely, with the third or North 04 33' West 100.00 feet line of the land described in the deed from Reliable Contracting Company, Incorporated to Floyd McGhee and Mary E. McGhee, his wife, dated September 30, 1954 and recorded among the said Land Records in Liber J.H.H. No. 870, page 347, in all,

(15) South 12 24'52" East 200.00 feet; thence running, reversely, with the second or South 85 25' West 176.00 feet line of the land described in the last above mentioned deed,

(16) North 77 38'04" East 181.55 feet (passing over a pipe found at the distance of 176.64 feet) to a point on the west side of Waugh Chapel Road (30 feet right-of-way), the said point also being the end of the third or South 78 33' East 333.89 feet line of the first parcel of land described in the above mentioned deed from Reliable Contracting Company, Inc. to Winwood Corporation (Liber 955, page 385); thence leaving the land described in the

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Deed to McGhee and running with the said west side of Waugh Chapel Road and also running with the fourth and fifth or South 04 49' East 587 feet and South 00 10' East 111.34 feet lines of the above mentioned first parcel of land described in the deed from Reliable Contracting Company, Inc. to Winwood Corporation (Liber 955, page 385), the following four courses and distances, viz:

(17) South 13 20'38" East 99.39 feet,

(18) South 12 45'18" East 448.92 feet,

(19) 99.43 feet along the arc of a curve to the right having a radius of 685.00 feet and chord South 08 35'48" East 99.34 feet and

(20) South 04 26'18" East 52.85 feet to the end of the thirty-first or North 85 19' East 930.92 feet line of the above mentioned 112.12 acre parcel; thence continuing and running with the said west and southwest side of Waugh Chapel Road and also running with the thirty-second, thirty-third and thirty fourth or South 12 11' East 99.06 feet, South 38 29' East 98.81 feet and South 47 25' East 213.33 feet lines of the land described in the above mentioned 112.12 acre parcel the following three (3) courses and distances, viz:

(21) 113.87 feet along the arc of a curve to the left having a radius of 165.00 feet and chord South 24 12'34" East 111.63 feet,

(22) 111.69 feet along the arc of a curve to the left having a radius of 595.00 feet and chord South 49 21'31" East 111.53 and

(23) South 54 44'11" East 187.61 feet to a pipe found at the beginning point of the above mentioned 112.12 acre parcel and in the first or South 38 33' West 298.9 feet line of the land described in the deed from Freddie B. Daugherty and Joan V. Daugherty, his wife, to Roy Francis Boswell Jr. and Enola Gay Boswell, his wife, dated November 28, 1975 and recorded among the said Land Records in Liber W.G.L.No. 2812, page 289; thence leaving Waugh Chapel Road and running with part of the first line of the land described in the deed to Boswell to the end thereof and continuing and running across an abandoned county road and also running with part of the first or South 39 18' West 826.36 feet line of the above mentioned 112.12 acre parcel,

(24) South 31 33'01" West 315.41 feet to a pipe found at the end of the westmost line of the land conveyed by Laura A. Clark and William L. Clark to Hilda Crawford by deed dated March 23, 1933 and recorded among the said Land Records in Liber F.S.R. No. 120, page 476, the said westmost line being more particularly the fourth or North 36 1/4 East 117 1/2 perches line of the land described in the deed from William T. Joyce and Sarah M. Joyce, his wife, to Charles Reigle, dated March 5, 1885 and recorded among the said Land Records in Liber S.H. No. 25, page 481; thence running, reversely, with the said fourth line of the last above mentioned deed and also running with part of the first line of the above mentioned 112.12 acre parcel and continuing and running, reversely, with the last or North 39 18' East 887.39 feet line of the land described in the deed from J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation, dated August 15, 1952 and recorded among the said Land Records in Liber J.H.H. No. 848, page 579, and continuing and running with the eastmost line of the land conveyed by J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation by deed dated June 30, 1953 and recorded among the said Land Records in Liber J.H.H. No. 848, page 569, the said eastmost line being more particularly the ninth or North 39 18' East 494.43 feet line, reversely, of the land described in the deed from John E. King and Mary Earl King, his wife, to J. Brooks Mellor, dated September 27, 1952 and recorded among the said Land Records in Liber J.H.H. No. 710, page 436, in all,

(25) South 31 37'34" West 1938.75 feet to a point in the northmost outline of the land conveyed by J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation, by deed dated

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June 30, 1953 and recorded among the said Land Records in Liber J.H.H. No. 848, page 565, the said line being more particularly the eighth or North 76 45' West 21 perches line of the second parcel of land described in the mortgage from Joshua Chaney, et al, to Daniel A. Jenkins, et al dated March 11, 1865 and recorded among the said Land Records in Liber N.H.G. No. 13, page 158; thence running with the said northmost outline of the conveyance to Winwood Corporation (J.H.H. 848-585) and running, reversely, with part of the last mentioned eighth line and also running, reversely, with the third or North 75 30' West 21 1/2 perches line of the above mentioned deed from Joyce to Reigle,

(26) South 80 07'26" East 354.75 feet to a point in the seventh or North 34 10' East 112.0 perches line of the first parcel of land described in the deed from Norman B. Robey, et al, to Robey Farms, Inc., dated March 20, 1980 and recorded among the said Land Records in Liber W.G.L. No. 3304, page 855; thence running with the outline of the last above mentioned deed to Winwood Corporation (being more particularly the seventh or North 33-45' East 46 perches line, reversely, the sixth or North 12 00' East 5 2/5 perches line, reversely, and part of the fifth or North 08 50' East 71 perches line, reversely, of the land described in the above mentioned mortgage recorded in Liber N.H.G. No. 13 page 183) and also running with the outline of the above mentioned deed to Robey Farms, Inc. (running, reversely, with part of the said seventh line and continuing and running, reversely, with the sixth or North 12 1/2 West 5.44 perches line, and continuing and running, reversely, with part of the fifth or North 08 3/4 East 71 perches line of the first parcel of land described in the above mentioned deed to Robey Farms Inc.) the following three (3) courses and distances, viz:

(27) South 29 46'15" West 751.13 feet,

(28) South 16 53'45" East 89.76 feet and

(29) South 04 21'15" West 395.37 feet to intersect the

westmost right of way line of the abandoned W.B. & A. Railroad; thence leaving the above mentioned parcel conveyed to Robey Farms, Inc. and running across part of the above mentioned parcel conveyed to Winwood Corporation (J.H.H. 848-585) and continuing and running, reversely, with the eastmost line of the land conveyed by J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation, by deed dated July 29, 1954 and recorded among the said Land Records in Liber J.H.H. No. 857, page 347 (the said eastmost line being more particularly the last line of the land described in the deed from Frederick C. Gischel to William O. Klotz and Elizabeth B. Klotz, his wife, dated February 4, 1949 and recorded among the said Land Records in Liber J.H.H. No. 511, page 273) and also running with the said westmost right of way line the following three (3) courses and distances, viz:

(30) South 26 30'43" West 24.06 feet,

(31) 944.37 feet along the arc of a curve to the left having a radius of 5762.65 feet and chord South 21 49'02" West 943.34 feet and

(32) South 17 07'20" West 1958.78 feet to intersect the twelfth or North 54 58' West 312 feet line of the land described in the deed from J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation, dated October 11, 1952 and recorded among the said Land Records in Liber J.H.H. No. 848, page 575; thence leaving the said westmost right of way line and running, reversely, with part of the last mentioned twelfth line,

(33) South 60 43'44" East 33.75 feet to the center of the above mentioned abandoned W.B. & A. Railroad; thence running with the said center line and also running, reversely, with the eleventh and tenth lines of the last above mentioned deed the following three (3) courses and distances, viz:

(34) South 17 07'20" West 343.03 feet,

(35) 318.23 feet along the arc of curve to the right having a

radius of 5729.65 feet and chord South 18 42'48" West 318.19 feet and

(36) South 20 18'16" West 124.00 to a point; thence leaving the said center line and running, reversely, with part of the ninth or South 47 50' East 460.40 feet line of the last above mentioned deed,

(37) North 53 35'44" West 24.35 feet to a point in the said westmost right of way line and to the end of the thirty-third or North 27 50' East 687.87 feet line of the land described in the deed from Charles W. Dick, et al, to Winwood Corporation, dated June 3, 1957 and recorded among the said Land Records in Liber B.T.C. No. 1124, page 268; thence running, reversely, with the said thirty-third line of the last above mentioned deed and also running with the said westmost right of way line,

(38) South 20 18'16" West 697.97 feet; thence leaving the said westmost right of way line of the abandoned W.B. & A. Railroad and running, reversely, with the thirty-second, thirty-first and part of the thirtieth lines of the last above mentioned deed the following three (3) courses and distances, viz:

(39) South 39 33'16" West 103.20 feet,

(40) South 24 03'16" West 577.50 feet and

(41) South 03 18'16" West 149.51 feet to a point in the center of the Little Patuxent River; thence running generally with the center of the said River,

(42) in a westerly and northwesterly direction 8,627 feet, more or less to intersect the thirteenth or South 46 01' East 165 feet line of the land described in the deed from the United States of America to Piney Orchard Limited Partnership, dated July 16, 1986 and recorded among the said Land Records in Liber E.A.C. No. 4120, page 104; thence leaving the said River and running with part of the said thirteenth line,

(43) South 52 09'00" East 115.99 feet; thence continuing and running with the fourteenth through the seventeenth of the last mentioned deed the following four (4) courses and distances, viz:

(44) North 44 30'20" East 757.42 feet,

(45) South 52 09'00" East 560.00 feet,

(46) North 57 37'50" East 1237.07 feet and

(47) North 52 09'00" West 655.00 feet to a point in Patuxent Road; thence running generally with the said Patuxent Road and with the first through ninth lines of the land described in the last above mentioned deed the following nine (9) courses and distances, viz:

(48) South 20 32'00" West 88.34 feet,

(49) South 36 44'00" West 132.07 feet,

(50) South 30 11'00" West 92.80 feet,

(51) South 19 50'00" West 126.56 feet,

(52) South 27 49'00" West 135.09 feet,

(53) South 39 41'00" West 100.44 feet,

(54) South 52 42'00" West 423.32 feet,

(55) South 60 59'00" West 188.83 feet and

(56) South 59 35'30" West 177.45 feet; thence leaving Patuxent Road and running with part of the tenth line of the land described in the last above mentioned deed,

(57) South 37 03'00" West 362.59 to a point in the center of the Little Patuxent River; thence running with the center of the said River the following three courses and distances, viz:

(58) North 02 37'57" West 25.47 feet,

(59) North 25 09'43" West 237.54 feet and

(60) North 57 03'57" West 251.28 feet to intersect the eastmost Antrak right of way line; thence leaving the said River and running with the said eastmost right of way line as shown on Antrak Northeast Corridor Property Identification Maps No. 24 and No. 25 the following nineteen (19) courses and distances, viz:

(61) North 28 25'00" East 16.11 feet,

(62) South 43 25'00" East 10.52 feet,

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- (63) North 28 25'00" East 726 feet +,  
 (64) South 61 35'00" East 10.00 feet,  
 (65) North 28 25'00" East 500.00 feet,  
 (66) North 61 35'00" West 20.00 feet,  
 (67) North 28 25'00" East 400.00 feet,  
 (68) South 61 35'00" East 30.00 feet,  
 (69) North 28 25'00" East 200.00 feet,  
 (70) North 61 35'00" West 20.00 feet,  
 (71) North 28 25'00" East 1022.75 feet,  
 (72) North 37 10'33" East 550.00 feet,  
 (73) North 48 42'43" East 103.28 feet,  
 (74) North 40 11'44" East 98.29 feet,  
 (75) North 22 46'57" East 103.92 feet,  
 (76) North 37 10'33" East 482.60 feet,  
 (77) North 46 33'38" East 446.50 feet,  
 (78) South 43 26'24" East 20.00 feet and  
 (79) North 46 33'38" East 1570.96 feet to the end of the tenth or South 57 30'20" West 173.00 feet line of the land conveyed to National Railroad Passenger Corporation by Winwood Corporation and described in the Declaration of Taking recorded among the Land Records of Anne Arundel County in Liber No. 3404, page 148; thence leaving the said right of way line and running, reversely, with the said tenth line and continuing and running, reversely, with the ninth and eighth lines of the land described in the above mentioned Declaration of Taking the following three (3) courses and distances, viz:
- (80) North 57 30'15" East 173.00 feet,  
 (81) South 64 51'15" East 273.91 feet and  
 (82) North 63 34'38" East 940.35 feet; thence continuing and running, reversely, with the seventh line of the land described in the above mentioned Declaration of Taking and continuing on a southeasterly projection of the said seventh line,  
 (83) South 54 08'56" East 84.26 feet to intersect the centerline of Patuxent Road (30 feet wide) and the third or North 43 35' East 393.87 feet line of the land described in the deed from J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation, dated March 12, 1954 and recorded among the said Land Records in Liber J.H.H. No. 848, page 582; thence running with the said centerline of Patuxent Road and also running, reversely, with part of the said third line and continuing and running, reversely, with the second line of the land described in the last above mentioned deed,  
 (84) South 35 53'01" West 276.03 feet; thence leaving the centerline of Patuxent Road and running, reversely, with the first line of the land described in the last above mentioned deed,  
 (85) North 36 00'00" West 15.78 feet to the northwest side of Patuxent Road and also to the northeast corner of a parcel of the land conveyed by J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation by deed dated September 17, 1952 and recorded among the said Land Records in Liber J.H.H. No. 948, page 591, the said northeast corner being more particularly the end of the third or South 27 10' East 731.31 feet line of the third parcel (Tract #4) of land containing 12.565 acres described in the deed from Thorpe Nesbit and Elizabeth B. Nesbit, his wife, to J. Brooks Mellor, dated January 31, 1952 and recorded among the said Land Records in Liber J.H.H. No. 665, page 453; thence running with the northwest side of Patuxent Road and with part of the fourth line of the above mentioned 12.565 acres parcel of land,  
 (86) South 35 53'01" West 180.47 feet; thence leaving the said fourth line and the northwest side of Patuxent Road and running across the said Road,  
 (87) South 54 06'59" West 30.00 feet to the place of beginning.

CONTAINING 1037.91 acres of land, more or less.

SUBJECT TO the existing Patuxent Road (right of way width varies), the right of way of the abandoned W.B. & A. Railroad and slope easements associated therewith and any and all easements and rights of way of record.

BEING comprised of the following several parcels of land conveyed to Winwood Corporation by J. Brooks Mellor and Gertrude Mellor, his wife, by deed recorded among the Land Records of Anne Arundel County in:

- (1) Liber J.H.H. No. 848, page 591 dated September 17, 1952 (all of Parcel 1 [Tract #1], part of Parcel 3 [Tract #4] and all of Parcel 4 [Tract #5])
- (2) Liber J.H.H. No. 848, page 579, dated August 15, 1952
- (3) Liber J.H.H. No. 848, page 589, dated December 20, 1952
- (4) Liber J.H.H. No. 848, page 593, dated February 19, 1953
- (5) Liber J.H.H. No. 848, page 595, dated June 30, 1953
- (6) Liber J.H.H. No. 857, page 347, dated July 29, 1954
- (7) Liber J.H.H. No. 848, page 576, dated October 11, 1952
- (8) Liber J.H.H. No. 848, page 587, dated January 12, 1953
- (9) Liber J.H.H. No. 848, page 382, dated March 12, 1954 (part of this deed)

AND IN ADDITION being comprised of the following several parcels of land conveyed to Winwood Corporation by deed from:

- (10) Reliable Contracting Company, Inc., dated August 9, 1955 and recorded among the said Land Records in Liber G.T.C. No. 955, page 385 (part of the first parcel and part of the second parcel)
- (11) John T. Cecil and Ann T. Cecil, his wife, dated June 19, 1961 and recorded among the said Land Records in Liber G.T.C. No. 1485, page 221
- (12) Charles W. Dick and Goley A. Dick, his wife, dated June 3, 1957 and recorded among the said Land Records in Liber G.T.C. No. 1124, page 268 (part of this deed)
- (13) Earle S. Harder and Hazel N. Harder, his wife, dated May 22, 1952 and recorded among the said Land Records in Liber J.H.H. No. 848, page 573
- (14) Thorpe Nesbit, et al, dated May 22, 1969 and recorded among the said Land Records in Liber M.S.H. No. 2273, page 511
- (15) William J. McWilliams and Nancy L. McWilliams, his wife, dated April 4, 1956 and recorded among the said Land Records in Liber G.T.C. No. 1018, page 293 and
- (16) Barton S. Mitchell, dated June 27, 1984 and recorded among the said Land Records in Liber No. 3753, Folio 224.

FOR TITLE SEE THE FOLLOWING:

Articles of Transfer dated March 1, 1988, and filed among Records of Department of Assessment and Taxation of State of Maryland between Winwood Corporation and Piney Orchard Master Partnership.  
Confirmatory Deed dated March 1, 1988, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto which was granted and conveyed by Winwood Corporation and Piney Orchard Master Partnership.

The Riener Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

January 14, 1988  
(rev. February 29, 1988)

DESCRIPTION OF 14.036 ACRE PARCEL

Northeast Corner of Patuxent Road and Conway Road  
Fourth District, Anne Arundel County, Maryland

BEGINNING for the same at point on the north side of Conway Road (30 feet right of way) the said beginning point being located North 72 04'40" West 167.27 feet from a concrete monument found at the beginning of the North 72 04'40" West 167.27 feet line of the land conveyed by Fred A. Greene, Jr., et al, to Anne Arundel County, Maryland by deed dated October 25, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 2637, page 835 and the said beginning point also being the end of the first line of the fifth parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the said Land Records in Liber W.G.L. No. 3709, page 316; thence from the said beginning point running, reversely, with the first line of the land described in the fifth parcel of the last above mentioned deed and also running with the said north side of Conway Road the following three (3) courses and distances, with bearings referred to the Maryland State Plane Coordinate System, viz:

- (1) North 73 14'00" West 158.99 feet,
- (2) North 72 23'14" West 96.11 feet and
- (3) North 70 49'14" West 94.79 feet to the end of the sixth or South 19 25' East 15.00 feet line of the road widening parcel described in the deed from Barton S. Mitchell to Anne Arundel County, Maryland, dated May 29, 1926 and recorded among the said Land Records in Liber No. 4113, page 227; thence leaving the said north side of Conway Road and running, reversely, with the sixth through the second lines of the land described in the last above mentioned deed the following five (5) courses and distances, viz:
  - (4) North 18 41'32" East 15.00 feet,
  - (5) North 71 18'28" West 281.69 feet,
  - (6) 190.59 feet along the arc of a curve to the right having a radius of 160.00 feet and chord North 37 10'59" West 179.52 feet
  - (7) North 03 03'29" West 111.24 feet and
  - (8) South 86 56'31" West 15.00 feet to a point in the east side of Patuxent Road and in the sixth line of the land described in the above mentioned fifth parcel conveyed to Mitchell; thence leaving the said road widening parcel and running with the said east side of Patuxent Road and with part of the said sixth line the following six (6) courses and distances, viz:
    - (9) North 03 06'43" West 18.33 feet
    - (10) North 03 31'44" West 96.93 feet
    - (11) North 03 15'31" West 97.92 feet,
    - (12) North 02 00'05" West 98.11 feet,
    - (13) North 02 24'40" West 99.97 feet and
    - (14) North 03 04'06" West to a point on the south right of way line of the Baltimore Gas and Electric Company transmission line (400 feet wide), the said point being the southwest corner of the land described in the deed from James P. Barton, et al, to Baltimore Gas and Electric Company, dated October 19, 1970 and recorded among the said Land Records in Liber M.S.H. No. 2370, page 48; thence leaving Patuxent Road and running, reversely, with the fifth line of the fifth parcel of land described in the above

EXHIBIT A-1

mentioned deed to Mitchell and also running with the south right of way line of the said transmission line the following two (2) courses and distances, viz:

(15) North 87° 02' 01" East 420.74 feet and

(16) South 72° 23' 04" East 408.79 feet to intersect the fourth line of the land conveyed by the above mentioned deed to Anne Arundel County, Maryland; thence leaving the said transmission line and continuing and running, reversely, with part of the fourth and all of the third and second lines of the land conveyed by the above mentioned deed to Anne Arundel County, Maryland and also running, reversely, with part of the fourth and all of the third and second lines of the land described in the fifth parcel of the above mentioned deed to Mitchell the following three (3) courses and distances, viz:

(17) South 03° 03' 00" East 30.33 feet,

(18) South 87° 54' 00" West 91.85 feet and

(19) South 02° 07' 00" East 855.79 feet to the place of beginning.

CONTAINING 14.036 acres of land, more or less.

BEING the fifth parcel of land, as now surveyed, described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 3709, page 316.

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EXHIBIT A-1

545 285

The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

January 14, 1988

## DESCRIPTION OF 15.401 ACRE PARCEL

East side of Patuxent Road, North of Conway Road  
Fourth Assessment District, Anne Arundel County, Maryland

BEGINNING for the same at a point on the east side of Patuxent Road (30 feet wide), the said beginning point being the northwestmost corner of the Baltimore Gas and Electric Company Transmission Line property (400 feet wide) described in the deed from James P. Barton, et al to Baltimore Gas and Electric Company, dated October 19, 1970 and recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. No. 2370, page 48 and the said beginning point also being the beginning point of the fourth parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the said Land Records in Liber No. 3709, page 316; thence from the said beginning point running with the said east side of Patuxent Road and also running with the first and second lines of the land described in the above mentioned fourth parcel and continuing and running with the first, second, third and fourth lines of the sixth parcel of land described in the above mentioned deed to Mitchell the following seven (7) courses and distances (courses referred to the Maryland State Plane Coordinate System) viz:

- (1) North 03 07'03" West 289.41 feet,
- (2) North 02 56'02" West 292.61 feet,
- (3) 229.92 feet along the arc of a curve to the left having a radius of 268.54 feet and chord North 27 27'39" West 222.96 feet,
- (4) North 51 59'18" West 105.46 feet,
- (5) 297.14 feet along the arc of a curve to the right having a radius of 431.55 feet and chord North 32 15'47" West 291.31 feet,
- (6) North 12 32'14" West 226.09 feet and
- (7) North 12 59'10" West 145.01 feet; thence leaving Patuxent Road and running with the fifth line of the land described in the above mentioned sixth parcel,
- (8) North 79 18'30" East 51.64 feet to the end of the twelfth or North 27 39'30" West 836.74 feet line of the land conveyed by Fred A. Greene, et al, to Anne Arundel County, Maryland (for description see Liber 2126, page 490); thence continuing and running with the sixth line of the said sixth parcel described in the above mentioned deed to Mitchell and also running, reversely, with the twelfth line of the land described in the said deed to Anne Arundel County, Maryland,
- (9) South 27 39'30" East 836.74 feet to intersect the third line of the aforesaid fourth parcel of land described in the above mentioned deed to Mitchell; thence continuing and running with part of the third line and with the fourth through the eighth lines of the land described in the fourth parcel of the above mentioned deed to Mitchell and also running, reversely, with the eleventh through sixth lines and part of the fifth line of the land conveyed by the above mentioned deed to Anne Arundel County, Maryland, the following seven (7) courses and distances, viz:
- (10) South 72 20'30" East 262.00 feet,

EXHIBIT A-2

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(11) North 66 54'30" East 356.12 feet,  
(12) South 72 24'30" East 173.10 feet,  
(13) South 02 37'00" East 191.10 feet,  
(14) South 15 00'30" East 333.00 feet,  
(15) South 05 45'30" East 287.20 feet and  
(16) South 06 09'30" West 17.12 feet to intersect the  
north right of way line of the Baltimore Gas and Electric  
Transmission Line property; thence leaving the parcel conveyed  
to Anne Arundel County, Maryland and running with the ninth  
line of the land described in the fourth parcel of the above  
mentioned deed to Mitchell and also running with the said north  
right of way line of the said Transmission Line the following  
two (2) courses and distances, viz:  
(17) North 72 23'04" West 371.24 feet and  
(18) South 87 02'01" West 496.38 feet to the place of  
beginning.

CONTAINING 15.401 acres of land, more or less.

TOGETHER with the use in common with others of the twenty  
feet wide right of way running easterly to the shore of the  
Patuxent River from the herein described parcel across the  
above mentioned parcel deeded to Anne Arundel County, the said  
right of way being more particularly described in the deed  
recorded among the Land Records of Anne Arundel County in Liber  
No. 2126, page 490.

BEING the land, as now surveyed, described as Parcels Four  
and Six in the deed from Irene Barton Mitchell to Barton S.  
Mitchell, dated June 28, 1982 and recorded among the Land  
Records of Anne Arundel County, Maryland in Liber No. 3709,  
page 316.

The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

DESCRIPTION OF 96.923 ACRES PARCEL  
PART OF BARTON MITCHELL PROPERTY  
SOUTH SIDE OF PATUXENT ROAD, EAST AND WEST OF W.B. & A. RAILROAD  
FOURTH DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the point where the south side of Patuxent Road (30 feet right-of-way) is intersected by the South 23 1/2 West 40.8 perches line of the land conveyed by John Wist, widower and unremarried, to John H. Wist, et al, by deed dated February 26, 1983 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber E.A.C. No. 3562, page 267 and the said beginning point also being the point where the said south side of Patuxent Road is intersected by the sixth or South 23 West 43 3/4 perches line of the second parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the said Land Records in Liber W.G.L. No. 3709, page 316; thence from the said beginning point running with part of the said sixth line of the second parcel of land described in the above mentioned deed to Mitchell and also running with part of the said first line of the above mentioned parcel of land conveyed to Wist, with bearings referred to the Maryland State Plane Coordinate System,

(1) South 16 46'22" West 642.97 feet; thence continuing and running with the seventh line of the second parcel of land described in the above mentioned deed to Mitchell and also running with the second line of the land conveyed in the above mentioned deed to Wist,

(2) South 05 28'38" East 577.50 feet; thence continuing and running with part of the eighth or last line of the second parcel of land described in the above mentioned deed to Mitchell and also running with the third line of the land conveyed by the above mentioned deed to Wist,

(3) South 50 01'22" West 816.75 feet to a pin found; thence leaving the parcel conveyed to Wist and continuing and running with part of the said eighth line of the second parcel of land described in the above mentioned deed to Mitchell and also running, reversely, with the North 53 54'40" East 99.00 feet line of the land conveyed by Paul Lawrence Nowottnick and Thelma L. Nowottnick, his wife, to Paul L. Nowottnick, Jr. and Angela F. Nowottnick, his wife, by deed dated December 12, 1986 and recorded among the said Land Records in Liber No. 4217, page 227,

(4) South 52 33'59" West 98.92 feet to a stone found at the beginning point of the second parcel of land described in the above mentioned deed to Mitchell, the said stone also being the end of the first or South 68 05' East 654.3 feet line of the land described in the deed from Harvey W. Ihrig and Harvey W. Ihrig, Jr. to Harvey W. Ihrig, Jr. and Emily Sue Ihrig, dated December 13, 1984 and recorded among the said Land Records in Liber No. 3889, page 894; thence from the said stone running with the first line of the second parcel of land described in the above mentioned deed to Mitchell and also running, reversely, with the said first line of the land described in the above mentioned deed to Ihrig and continuing and running, reversely, with the second or South 68 05' East 874.7 feet line of the land described in the deed from

EXHIBIT A.3

John E.M. Gantt and Alice V. Gantt, his wife, to Milton D. Routzahn and Florence E. Routzahn, his wife, dated November 11, 1918 and recorded among the said Land Records in Liber W.N.W. No. 9, page 318, in all,

(5) North 74 14'27" West 1534.50 feet (passing over a stone at the distance of 1009.16 feet from the beginning of the herein described line, the said stone being the end of the third or North 26 30' East 270.00 feet line of the land described in the deed from Ernest Zuknick to Ernest Frederick Zuknick, dated November 1975 and recorded among the said Land Records in Liber No. 2914, page 372) to a point in the easterly outline of the land described in the deed from the Flintkote Company to Genstar Stone Products Company, dated October 27, 1986 and recorded among the said Land Records in Liber E.A.C. No. 4180, page 737; thence running with the said easterly outline of the land described in the last above mentioned deed and continuing and running, reversely, with the South 24 32' West 898.20 feet line of the land conveyed by The State of Maryland to Anne Arundel County by deed dated January 25, 1974 and recorded among the said Land Records in Liber No. 2661, page 839 and also running with the second and third lines of the second parcel of land described in the above mentioned deed to Mitchell the following two (2) courses and distances, viz:

(6) North 05 45'33" East 1014.75 feet and  
 (7) North 17 00'33" East 1719.81 feet to intersect the above mentioned South side of Patuxent Road; thence running with the said south side of Patuxent Road the following ten (10) courses and distances, viz:

- (8) South 55 00'28" East 199.40 feet,
- (9) South 57 56'32" East 97.23 feet,
- (10) South 65 16'07" East 169.63 feet,
- (11) South 67 12'40" East 138.38 feet,
- (12) South 65 47'15" East 255.42 feet,
- (13) South 69 12'50" East 307.19 feet,
- (14) South 68 52'49" East 76.43 feet,
- (15) South 64 33'33" East 107.47 feet,
- (16) South 62 06'37" East 451.11 feet and
- (17) South 57 17'14" East 193.79 feet to the place of beginning.

CONTAINING 96.923 acres of land, more or less.

SUBJECT to the right of way of the W.B. & A. Railroad which traverses the herein described parcel from north to south.

BEING the second parcel of land, as now surveyed, described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 315.

The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

February 24, 1988

DESCRIPTION OF 20.193 ACRE PARCEL

WEST SIDE OF PATUXENT ROAD, 1700 FT. NORTH OF CONWAY ROAD  
FOURTH ASSESSMENT DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the point where the westmost side of Patuxent Road (30 feet right-of-way) is intersected by the fourth or North 87 1/2 East 115.60 perches line of the third parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 26, 1982 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3709, page 316; thence from the said beginning point running, reversely, with part of the said fourth line and running also with part of the South 87 1/2 West 114.7 perches line of the land described in the deed from Helen E. O'Brien and John V. O'Brien, her husband, to Anthony E. Pokorney and Marie Pokorney, his wife, dated August 23, 1939 and recorded among the said Land Records in Liber J.H.H. No. 205, page 130, with bearings referred to the Maryland State Plane Coordinate System

(1) South 80 46'22" West 1876.75 feet to a pipe found; thence leaving the Pokorney lot and running, reversely, with the third or South 02 East 29.70 perches line of the above mentioned conveyance to Mitchell and also running, reversely, with part of the South 00 04' West 1258.3 feet line of the land described in the deed from Harvey W. Ihrig and Harvey W. Ihrig, Jr. to Harvey W. Ihrig, Jr. and Emily Sue Ihrig, dated December 13, 1984 and recorded among the said Land Records in Liber E.A.C. No. 3889, page 894,

(2) North 06 21'29" West 496.68 feet; thence leaving the Ihrig lot and running with the southmost line of the land conveyed by Barton S. Mitchell to James Michael Cozzone and Wendy Wayne Cozzone, his wife, by deed dated March 16, 1984 and recorded among the said Land Records in Liber No. 3893, page 264,

(3) North 79 41'42" East 1594.28 feet to a point on the said west side of Patuxent Road; thence leaving the Cozzone lot and running with the said west side of Patuxent Road the following four (4) courses and distances, viz:

(4) South 12 22'14" East 17.12 feet,

(5) 317.60 feet along the arc of a curve to the left having a radius of 461.55 feet and chord South 32 15'47" East 311.56 feet,

(6) South 51 59'18" East 105.46 feet and

(7) 160.87 feet along the arc of a curve to the right having a radius of 238.54 feet and chord South 33 40'05" East 137.84 feet to the place of beginning.

CONTAINING 20.193 acres of land, more or less.

BEING part of the third parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 26, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316.

EXHIBIT A.4

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The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

February 25, 1988

DESCRIPTION OF 9.165 ACRES PARCEL

PART OF MITCHELL PROPERTY  
N.W. CORNER OF PATUXENT ROAD AND W.B. & A. RAILROAD  
FOURTH ASSESSMENT DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the point where the westmost right of way line of the W.B. & A. Railroad is intersected by the sixth or North 15 30' West 990 feet line of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell dated June 28, 1982 and recorded among the said Land Records in Liber W.G.L. No. 3709, page 316; thence from the said beginning point running with part of the said sixth line, with bearings referred to the Maryland State Plane Coordinate System,

(1) North 21 50'05" West 904.87 feet; thence continuing and running with part of the seventh line of the land described in above mentioned seventh parcel,

(2) North 26 50'05" West 57.35 feet to the end of the tenth or South 16 55' East 1329 feet line of the land described in the deed from James Grantham Dick, et al, to Diana C. Fimm, dated July 3, 1987 and recorded among the said Land Records in Liber No. 4412, page 654; thence continuing and running with the eleventh, twelfth and thirteenth lines of the land described in the last above mentioned deed the following three (3) courses and distances, viz:

(3) North 67 04'55" East 567.00 feet,

(4) South 69 40'05" East 127.50 feet and

(5) South 64 55'05" East 110.00 feet to a point in the above mentioned westmost right of way line of the W.B. & A. Railroad; thence running with the said right of way line,

(6) South 20 12'40" West 1090.79 feet to the place of beginning.

CONTAINING 9.165 acres of land, more or less.

BEING part of the seventh parcel of land, as now surveyed, described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316.

EXHIBIT A-5

The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

February 25, 1988

DESCRIPTION OF 7.975 ACRES PARCEL

PART OF MITCHELL PROPERTY  
WEST SIDE OF W.B. & A. RAILROAD, 1500 FT NORTH OF FATUXENT ROAD  
FOURTH ASSESSMENT DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the westmost right of way line of the W.B. & A. Railroad, the said beginning point being the end of the first line or North 25 East 387.7 feet line of the land described in the deed from James Grantham Dick, et al to Diana C. Kimm, dated July 3, 1987 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 4412, page 654; thence leaving the said Railroad and running with the second through the seventh lines and with part of the eighth line of the land described in the above mentioned deed the following seven (7) courses and distances, with bearings referred to the Maryland State Plane Coordinate System, viz:

- (1) South 53 49'55" West 150.20 feet,
- (2) 107.00 feet along the arc of a curve to the left having a radius of 493.24 feet and chord North 34 14'04" West 106.77 feet,
- (3) 100.00 feet along the arc of a curve to the left having a radius of 1447.69 feet and chord North 42 25'40" West 99.98 feet,
- (4) North 44 24'24" West 60.00 feet,
- (5) 296.31 feet along the arc of a curve to the right having a radius of 463.24 feet and chord North 26 04'51" West 291.28 feet,
- (6) North 09 55'05" West 250.00 feet and
- (7) North 23 55'05" West 81.48 feet to a point in the tenth or South 66 30' East 660.00 feet line of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the said Land Records in Liber W.G.L. No. 3709, page 316; thence leaving the outline of the land conveyed to Kimm and running with part of the said tenth line,
- (8) South 73 28'05" East 194.27 feet; thence continuing and running with part of the eleventh line of the said seventh parcel conveyed to Mitchell,
- (9) North 83 54'55" East 571.07 feet to a point in the aforementioned westmost right of way line of the W.B. & A. Railroad; thence running with the said westmost right of way line,
- (10) South 20 12'40" West 750.52 feet to the place of beginning.

CONTAINING 7.975 acres of land, more or less.

BEING part of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316.

EXHIBIT A.6

BOOK 545 PAGE 272

The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

February 25, 1988

DESCRIPTION OF 0.953 ACRE PARCEL

PART OF MITCHELL PROPERTY  
ADJACENT TO N.W. CORNER OF KIMM TRACT

FOURTH ASSESSMENT DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the seventh or North 21 45' West 1617 feet line of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316, the said beginning point also being the end of the ninth or South 81 West 913 feet line of the land described in the deed from James Grantham Dick, et al, to Diana C. Kimm, dated July 3, 1987 and recorded among the said Land Records in Liber No. 4412, page 654; thence from the said beginning point running with part of the above mentioned seventh line, with bearings referred to the Maryland State Plane Coordinate System,

- (1) North 26 50'05" West 30.15 feet; thence continuing and running with the eighth line of the seventh parcel of land described in the first above mentioned deed,
- (2) North 24 05'05" West 247.50 feet; thence continuing and running with part of the ninth line of the seventh parcel of land described in the first above mentioned deed,
- (3) South 68 35'05" East 426.99 to intersect the above mentioned ninth line of the second above mentioned deed; thence continuing and running with part of the said ninth line,
- (4) South 71 04'55" West 299.05 feet to the place of beginning.

CONTAINING 0.953 acre of land, more or less.

BEING part of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316.

EXHIBIT A-7

515-273

The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

February 25, 1988

DESCRIPTION OF 57.211 ACRE PARCEL  
PART OF MITCHELL PROPERTY  
LYING BETWEEN BITUMINOUS CORP. PROPERTY AND RIVER  
FOURTH ASSESSMENT DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the point where the eastmost right of way line of the W.B. & A. Railroad is intersected by the eleventh or North 89 East 924 feet line of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316; thence from the said beginning point running with a part of the said eleventh line, with bearings referred to the Maryland State Plane Coordinate System,

- (1) North 83 54'55" East 279.31 feet; thence continuing and running with part of the twelfth line of the above mentioned seventh parcel,
- (2) South 51 05'05" East 173 feet, more or less, to the west shoreline of the Little Patuxent River; thence running with the said shoreline in a southeasterly direction,
- (3) 3766 feet, more or less to the end of the nineteenth or North 76 54' East 498.27 feet line of the land described in the deed from James R. Strohecker, et al, to Fred A. Greene, Jr., et al, dated November 22, 1967 and recorded among the said Land Records in Liber No. 2126, page 490; thence leaving the said River and running, reversely, with the last above mentioned line,
- (4) South 76 54'00" West 498.27 feet to the end of the fourteenth or South 35 21' East 2730 feet, more or less, line of the land described in the deed from James P. Barton and Irene B. Mitchell to The Bituminous Construction Company, dated December 31, 1976 and recorded among the said Land Records in Liber W.G.L. No. 2983, page 132; thence running, reversely, with part of the said fourteenth line,
- (5) North 35 29'00" West 2686.00 feet to the said eastmost right of way line of the said Railroad; thence running with the said eastmost right of way line,
- (6) North 20 12'40" East 854.00 feet to the place of beginning.

CONTAINING 57.211 acres of land, more or less.

BEING part of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316.

FOR TITLE SEE:

Deed dated March 1, 1988, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto which was granted and conveyed by Barton S. Mitchell, et al. to Piney Orchard Master Partnership.

EXHIBIT A. B

A-545-274

EXHIBIT A

Page 20 of 21

February 29, 1988

The Riemer Group, Inc.  
3105 North Ridge Road  
Ellicott City, Maryland 21043

DESCRIPTION OF 33.5 ACRE PARCEL  
LYING SOUTH OF AND ADJACENT TO LITTLE PATUXENT RIVER  
FOURTH ASSESSMENT DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the point where the west shoreline of the Little Patuxent River is intersected by the twelfth or South 46 30' East 330 feet line of the seventh parcel of land described in the deed from Irene Barton Mitchell to Barton S. Mitchell, dated June 28, 1982 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. No. 3709, page 316; thence from the said beginning point running, reversely, with part of the said twelfth line and continuing and running, reversely, with the eleventh and part of the tenth lines of the above mentioned seventh parcel of land, the following three (3) courses and distances, (with bearings referred to the Maryland State Plane Coordinate System) viz:

- (1) North 51 05'05" West 173 feet, more or less,
- (2) South 63 54'55" West 924.00 feet and
- (3) North 73 35'05" West 194.27 feet to a point in the

eight or North 14 West 589 feet line of the land described in the deed from James Grantham Dick, et al to Diana C. Kimm, dated July 3, 1987 and recorded among the said Land Records in Liber No. 4412, page 654; thence leaving the outline of the parcel conveyed to Mitchell and running with part of the eighth line and continuing and running with part of the ninth line of the land described in the last above mentioned deed the following two (2) courses and distances, viz;

- (4) North 23 55'05" West 507.32 feet and
- (5) South 71 04'55" West 613.93 feet to a point in the ninth

or South 63 30' East 792 feet line of the above mentioned seventh parcel conveyed to Mitchell; thence leaving the parcel conveyed to Kimm and running, reversely, with part of the last mentioned ninth line,

(6) North 68 35'05" West 426.99 feet to the beginning of the said ninth line; thence leaving the said seventh parcel conveyed to Mitchell and running with the northwesterly prolongation of the eighth or North 19 West 247.5 feet line of the land described in the said seventh parcel,

(7) North 24 03'05" West 500 feet, more or less to the center of the Little Patuxent River; thence running with the center of the said river in an easterly and southeasterly direction 3500 feet, more or less; thence running westerly,

(8) 43 feet, more or less to the place of beginning.

CONTAINING 33.5 acres of land, more or less.

SUBJECT TO the right of way of the W.B. & A. Railroad

BEING the parcel of land bounded on the north and east by the Little Patuxent River, on the south by the properties of Barton Mitchell (W.G.L. No. 3709, page 316, 7th parcel) and Diana Kimm (4412-654) and on the west by a division line as indicated on the State Department of Assessment and Taxation Map No. 36.

EXHIBIT A-9

BEGINNING for the same at a point in the northwest right of way line of Patuxent Road (30 ft. right of way), the said point being the end of the third or South 43°26'22" East 291.67 feet line of the land described in the Declaration of Taking between National Railroad Passenger Corporation and Winwood Corporation recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 3404, page 148; thence from the said beginning point running, reversely, with the said third line, with bearings referred to the Maryland State Plane Coordinate System,

(1) North 43°26'22" West 291.67 feet; thence running reversely, with part of the second or South 40°33'06" West 795.39 feet line of the land described in the above mentioned deed,

(2) North 40°33'06" East 595.28 feet to intersect the ninth or North 45°50' West 228.3 feet line of the land described in the deed from J. Brooks Mellor and Gertrude Mellor, his wife, to Winwood Corporation, dated March 12, 1954 and recorded among the said Land Records in Liber No. 848, Folio 582; thence leaving the said second line and running, reversely, with part of the said ninth line of the land described in the last above mentioned deed,

(3) South 53°54'58" East 110.52 feet to the beginning of the said ninth line; thence running, reversely, with the eighth or North 23°32' East 461.85 feet line of the land described in the last above mentioned deed,

(4) South 15°27'02" West 461.85 feet; thence continuing and running, reversely, with part of the seventh or North 49°27' East 130.02 feet line of the land described in the last above mentioned deed,

(5) South 42°02'52" West 56.54 feet to a point in the northwestmost right of way line of the said Patuxent Road; thence leaving the said seventh line and running with the said northwestmost right of way line of Patuxent Road the following four (4) courses and distances, viz:

(6) South 61°20'57" West 18.90 feet,

(7) South 48°35'52" West 41.64 feet,

(8) South 42°06'15" West 43.48 feet and

(9) South 41°23'45" West 57.32 feet to the place of beginning.

SUBJECT TO the old abandoned road and the rights of others to use the said road which is referred to in the hereinabove mentioned deed recorded among the said Land Records in Liber No. 848, Folio 582.

CONTAINING 3.357 acres of land, more or less.

BEING part of the land described in the deed from J. Brooks Mellor and Gertrude Mellor, his wife, dated March 12, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 848, Folio 582.

EXHIBIT A

TGX5  
515-278

**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) Jr. Covington M.H. 3169 Davidjonville Rd. Davidjonville MD 21035	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY P. O. BOX 36476 10710 MIDLOTHIAN TRAIL, SUITE 306 RICHMOND, VIRGINIA
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)  
514-574  
3. This statement refers to original Financing Statement No. 24302 Dated: July 15, 1987

A. Continuation . . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release . . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment . . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. 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  
POSTAGE  
J. P. CLARK  
AUG 20 1989

4. This transaction is exempt from the Recording Tax.  
Filed with: Anne Arundel

Dated: August 1, 1989  
By: Ford Motor Credit  
(NAME OF SECURED PARTY)  
Jordi Bryant

545 277

278001

### 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 \$ 68,150.00 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) MTS Scaffold, Inc. Address(es) 1103 North Route 3  
Gambrills, Maryland 21054

6. Secured Party Maryland National Bank Address: Department AARU  
Post Office Box 987, Mailstop 500-270  
Attention: Lynn Amos 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: MTS Scaffold, Inc.

Secured Party: Maryland National Bank

By: Patrick Porzillo (Seal)  
Type name and title, if any  
Patrick Porzillo, President

By: Gloria Meehan (Seal)  
Type name and title, if any  
Gloria Meehan, Assistant Vice President

**MARYLAND NATIONAL BANK**

MULTIPLE  
Maryland National Bank  
Special Collateral Unit  
P.O. Box 871  
Annapolis, Maryland 21404

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 8-21-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CORMAN CONSTRUCTION

Address 12001 GULLFORD ROAD ANNAPOLIS, MD. 20701

2. SECURED PARTY

Name GARDINER EQUIPMENT CO., INC.

Address P.O. BOX 37, WALDORF, MD. 20604-0037

Person And Address To Whom Statement Is To Be Returned 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 710C LOADER BACKHOE S/N 759550

CHECK  THE LINES WHICH APPLY

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

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

CORMAN CONSTRUCTION  
\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

GARDINER EQUIPMENT CO., INC.  
P.O. BOX 37  
WALDORF, MD. 20604-0037

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

DONALD W. WILLIAMS  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name DESIGN TEAMS INC.  
Address 20 RIDGELY AVE., P. O. BOX 1789, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name HEWLETT-PACKARD  
Address 3701 KOPPERS STREET, 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)

Name and address of Assignee

SEE ATTACHED LIST

NOT SUBJECT TO MARYLAND RECORDATION TAX - SEE ATTACHED

(FILE WITH: ANNE ARUNDEL CO., MD)

CHECK  THE LINES WHICH APPLY

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

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

RETURN TO:

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

*Kam Mostofi*  
(Signature of Debtor)

DESIGN TEAMS INC.  
Type or Print Above Name on Above Line  
KAM MOSTOFI  
NAME & TITLE REQUIRED  
(Signature of Debtor)

*Kam Mostofi*  
(Signature of Secured Party)

HEWLETT-PACKARD  
Type or Print Above Signature on Above Line  
NAME & TITLE REQUIRED KAM MOSTOFI

H 715193

## Appendix A

RISC Free Program  
Loaner Agreement

Hewlett-Packard Company

545 280

Date: 5/6/89  
 Participant: Design Team Inc. Bill Watson  
 Name: DESIGN TEAM INC. (SUBORDINATE)  
 Street: 20 Ridgely Ave. Suite #301  
 City: Annapolis State: MD Zip: 21401 Telephone Number: 301-269-0531

This Agreement is made by and between Participant and HEWLETT-PACKARD COMPANY ("HP").

In consideration of Participant's agreement to invest substantial effort toward the evaluation of HP products and reporting of its opinions and findings to HP as reasonably requested, HP agrees to loan Participant certain HP products for evaluation.

This Agreement is made subject to the following terms and conditions.

## 1. Evaluation System

HP agrees to configure for Participant an Evaluation System comprised of HP products to be delivered and installed as set forth in Exhibit A.

## 2. Loan, Title and License

- a. The Evaluation System is loaned to Participant for a period of three months commencing with the date of installation by HP. The loan period may be renewed or extended at HP's discretion.
- b. Participant agrees that HP owns all right, title and interest in and to the Evaluation System other than the limited use of the Evaluation System for the loan period of this Agreement. In addition, HP expressly grants Participant a license for the loan period in HP Evaluation System software upon the terms of the HP Software License Terms included in Exhibit B to this Agreement. HP grants Participant no other copyright, patent, trademark, trade secret, or other intellectual property rights in connection with the Evaluation System nor may any rights be inferred.
- c. Participant nominates and appoints HP as its attorney-in-fact for the purpose of executing and filing on Participant's behalf any financing statements or amendments under the provisions of

this Uniform Commercial Code for protective purposes relative to this Agreement and the Evaluation System loaned hereunder.

- d. Participant agrees to use the Evaluation System only for evaluation purposes and only at Participant's site where HP installs it. HP assumes no responsibility for any other use of the Evaluation System or for results, lost data or the like in connection with use of the Evaluation System. Participant agrees not to loan, transfer, sell, encumber or dispose of the Evaluation System without HP's prior written permission and any purported attempt to do so shall be deemed void.

## 3. Purchase

- a. Upon expiration of the loan period, Participant agrees to promptly notify HP whether it elects to keep or return the Evaluation System to HP.
- b. If Participant does not notify HP of its intent to purchase the Evaluation System within 15 days after the expiration of the loan period, Participant will be deemed to have agreed to purchase the Evaluation System.
- c. The terms of the purchase shall be those set forth in Exhibit B. The purchase price shall be the list price at the time of original installation by HP or the date of purchase, whichever is lower, less any HP Purchase Agreement trade discount to which Participant is entitled on the date of purchase. If Participant elects to return the Evaluation System, HP shall have the right to remove the Evaluation System during normal business hours on 48 hours prior notice to Participant.

## 4. Liaisons

The person named in Exhibit C shall act as liaisons for this Agreement. The persons named may be changed by written notice.

5. Warranty and Limitations

The Evaluation System warranty and limitations on liability and damages shall be as set forth in the Warranty and Installation Terms included in Exhibit B except for the warranty period. The period of the warranty shall be equal to the loan period. If Participant buys the Evaluation System from HP, the warranty period shall restart effective with the purchase date and continue for the length of the standard warranty for the associated HP product.

6. Risk of Loss or Damage

Participant shall be liable for any loss or damage to the Evaluation System. Participant agrees to provide insurance coverage on the Evaluation System for fire and "extended coverage," vandalism malicious mischief and theft, naming HP as a loss-payee. At HP's request, Participant shall provide HP with a certificate of insurance indicating such coverage.

7. Assignment

Participant may not assign any rights or obligations under this Agreement. Any attempted assignment shall be deemed void.

8. Waiver

Failure to exercise any rights under this Agreement shall not constitute a waiver or forfeiture of such rights.

9. Governing Law

This Agreement shall be governed in all respects by the laws of the State of California.

10. Termination

In the event that Participant shall at any time neglect, fail or refuse to comply with the terms of this Agreement, HP may elect to terminate this Agreement immediately, and Participant shall promptly return the Evaluation System together with all complete or partial copies or duplicates of any parts of the Evaluation System, to HP at Participant's expense.

Either party may also terminate this Agreement without cause on fifteen (15) days prior written notice at which time Participant's right to use the Evaluation System shall cease and HP shall be entitled to remove it during normal business hours after 48 hours prior notice to Participant.

11. Entire Agreement

This Agreement represents the entire understanding of the parties relating to its subject matter. Any representation, promise or condition not explicitly set forth herein shall not be binding on either party. Any modification to this Agreement must be in writing signed by authorized representatives of each party.

Participant:

Hewlett-Packard Company

By: William R. Watso  
Name: William R. Watso  
Title: C.I.O. for Design Training Jan

By: Tony Casulana  
Name: Tony Casulana  
Title: Sales Representative

545 282

## Appendix B



## SOFTWARE LICENSE TERMS

Agreement Number \_\_\_\_\_

BETWEEN \_\_\_\_\_ ("HP")  
 AND Design Teams Inc ("Customer")

## LICENSE TO USE

In return for payment of the applicable fee, HP grants Customer a license in the software subject to the terms stated below. Upgrade to another or larger system may change the fee

## Use

- 1 Customer may use the software on any one computer
- 2 Customer may not reverse assemble or decompile the software

## Copies and Adaptations

- 3 Customer may make copies or adaptations of the software
  - a) For archival purposes, or
  - b) When copying or adaptation is an essential step in the use of the software with the computer so long as the copies and adaptations are used in no other manner
- 4 Customer has no other rights to copy unless it acquires an appropriate license to reproduce which is available from HP for some software. These additional licenses are described below.
- 5 Customer agrees that no warranty, installation or training is provided by HP for any copies or adaptations made by Customer unless otherwise agreed by HP
- 6 All copies and adaptations of the software must bear the copyright notice(s) contained in or on the original

## Ownership

- 7 Customer agrees that it does not have any title or ownership of the software, other than ownership of the physical media

- 8 Customer acknowledges and agrees that the software is copyrighted and protected under the copyright laws

- 9 Customer acknowledges and agrees that the software may have been developed by a third party software supplier named in the copyright notice(s) included with the software, who shall be authorized to hold Customer responsible for any copyright infringement or violation of these Software License Terms

## Transfer of Rights in Software

- 10 Customer may transfer rights in the software to a third party only as part of the transfer of all rights and only if Customer obtains the prior agreement of the third party to be bound by the terms of this License to Use
- 11 Upon such a transfer, Customer agrees that its rights in the software are terminated and that it will either destroy its copies and adaptations or deliver them to the third party
- 12 Transfer to a US government department or agency or to a prime or lower tier contractor in connection with a US government contract shall be made only in accordance with HP's US Government Departments and Agencies terms in paragraphs 23 through 25 below

## Sublicensing and Distribution

- 13 Customer may not sublicense the software or distribute copies or adaptations of the software to the public in physical media or by telecommunication except as and unless authorized by HP pursuant to a License to Reproduce and Sublicense or License to Distribute described below

## Termination

- 14 HP may terminate Customer's software license for failure to comply with any of its terms provided HP has requested Customer to cure the failure and Customer has failed to do so within thirty (30) days of such notice

**SOFTWARE LICENSE TERMS**

Agreement Number \_\_\_\_\_

515 283

**Updates and Upgrades**

- 15 Customer agrees that the software does not include future updates and upgrades which may be available from HP under a separate support agreement.

**Export**

- 16 Customer agrees not to export or re-export the software or any copy or adaptation in violation of the U.S. Export Administration regulations or other applicable regulations.

**LICENSE TO EXECUTE**

17. In return for payment of the applicable fee, HP grants Customer a License to Execute which is the right to execute the software on any one computer but not to use the software for program development.
- 18 All terms of paragraphs 2 through 16 of the License to Use above apply to the software.

**ADDITIONAL LICENSES  
FOR ADDITIONAL COMPUTERS**

19. a) HP offers additional licenses in some software if Customer first acquires a License to Use the software from HP. However, acquisition of a License to Use either software bundled with an HP product, software updates or software upgrades does not qualify Customer to acquire any of the additional licenses.
- b) In return for payment of the applicable fee, if any, HP grants Customer either a
- i) License to Reproduce Without Right to Sublicense which is the right to make one copy of the software for the Customer's use on any one additional computer.
  - ii) License to Reproduce and Sublicense which is the right to reproduce and sublicense one copy of the software or
  - iii) License to Distribute, which is the right to sublicense one copy of the software made by HP and delivered to Customer. Customer agrees not to delete or alter the name or the notices appearing on the copy.
- 20 All terms of the License to Use above apply to each copy under any additional license granted by HP, except that paragraphs 10 through 12 do not apply to copies under a License to Reproduce and Sublicense or License to Distribute.

**Firmware**

- 21 Customer may not reproduce firmware. HP will provide firmware if included as part of an additional license granted by HP.

**Sublicensing**

- 22 a) When exercising the right to sublicense a copy of the software under a License to Reproduce and Sublicense or License to Distribute, Customer shall use a sublicense agreement containing each of the terms of paragraphs 1 through 16 of the License to Use above, modified as follows:
- i) Amend paragraph 4 to read: "Customer has no other rights to copy."
  - ii) Delete paragraph 5 or, at your discretion, amend it to state your warranty, installation and training terms.
  - iii) Amend paragraph 13 to read: "Customer may not sublicense the software or distribute copies or adaptations of the software to the public in physical media or by telecommunication."
  - iv) Amend paragraph 14 to include your name in place of HP's.
  - v) Delete paragraph 15 or amend it to state your update and upgrade policy.
- b) If Customer's sublicensee is a US government department or agency, Customer's sublicense agreement shall be in accord with the US Government Departments and Agencies terms below in place of the terms of the License to Use stated in paragraph 22a above.
- c) Customer agrees to make its sublicense agreement available to HP on request.

**U. S. GOVERNMENT  
DEPARTMENTS AND AGENCIES**

- 23 IF CUSTOMER IS THE U.S. DEPARTMENT OF DEFENSE (DOD) AS DEFINED IN DOD FAR SUPPLEMENT SUBPART 21, CUSTOMER IS HEREBY NOTIFIED THAT THE PROVISIONS OF THE LICENSE TO USE SET FORTH IN PARAGRAPHS 1-22 ABOVE AND 24-25 BELOW ARE OF NO EFFECT AND CUSTOMER AGREES THAT HP IS PROVIDING THE SOFTWARE AS "COMMERCIAL COMPUTER SOFTWARE PURSUANT TO THE RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE CLAUSE AT DOD FAR SUPPLEMENT 52.227.7013 PURSUANT TO THAT PROVISION. Customer further agrees that:
- a) Customer is solely responsible for any effects or costs in connection with modifications of the software independently made by or for DOD including but not limited to impacts on compatibility or support.
  - b) The software is deemed to be adequately marked when the required legend is affixed to the software or its storage media and is visually perceptible directly or with the aid of a machine or device.

SOFTWARE LICENSE TERMS

Agreement Number \_\_\_\_\_

545 284

24 If Customer's sublicensee is DOD, Customer agrees to ensure the following before furnishing the software or any copies or adaptations to DOD.

- a) to notify and obtain the agreement of DOD to the terms of paragraph 23 above, and
- b) to conspicuously affix to the software and any copy or adaptation, the legend set forth below.

RESTRICTED RIGHTS LEGEND

Use, duplication or disclosure by the Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at 52 227-7013

Hewlett-Packard Company, 3000 Hanover Street, Palo Alto, CA, 94304

and (name of Customer and address)

25 If Customer's sublicensee is a US government department or agency other than DOD, Customer agrees to obtain the prior written agreement of the department or agency to terms required by HP before furnishing software, copies or adaptations to such department or agency and to affix to the software, copies or adaptations those notices required by HP.

MISCELLANEOUS

26 These Software License Terms and any attachments take precedence over Customer's additional or different terms or conditions, to which notice of objection is hereby given. Neither HP's commencement of performance nor delivery shall be deemed or construed as acceptance of Customer's additional or different terms and conditions.

\*Effective date \_\_\_\_\_, 19\_\_

Customer Design Team, Inc  
 Signed by William R. Wadd  
 Typed Name William R. Wadd  
 Title C.F.O.  
 Address 30 Ridge Ave, Suite # 201  
Annapolis, Md, 21404

HP \_\_\_\_\_  
 Signed by Kam Mostofi  
 Typed Name KAM MOSTOFI  
 Title DISTRICT SALES MANAGER  
 Address \_\_\_\_\_

\*Signature blocks do not need to be completed if these Software License Terms have been incorporated as an Exhibit into a signed Purchase Agreement

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

545 P. 285

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. ~~XXXXXX~~ LESSEE

Name THINGS REMEMBERED, INC.

Address ANNAPOLIS MALL SPACE K2, ANNAPOLIS, MD 21401

2. ~~XXXXXX~~ PARTY LESSOR

Name LEASING DYNAMICS, INC.

Address 1375 EAST NINTH STREET, CLEVELAND, OH 44114

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

LEASE NO. 357-87, SCHEDULE NO. 7-87

(1) IBM MODEL 3684 REGISTER  
S/N: 41839

(1) IBM DIAL ACCESS  
ARRANGEMENT

Name and address of Assignee  
AMERITRUST COMPANY, N.A.  
900 EUCLID AVENUE  
CLEVELAND, OH 44101

Filed w/ Anne Arundel

County

\*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)

*Tracy L. Burmeister*  
(Signature of ~~XXXXXX~~ LESSEE)

Tracy L. Burmeister, Treasurer 12/13/88  
Type or Print Above Name on Above Line

(Signature of ~~XXXXXX~~ LESSOR)

Type or Print Above Signature on Above Line

*Karen L. Saworick*  
(Signature of ~~XXXXXX~~ LESSOR)

Type or Print Above Signature on Above Line

112

545 286 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

276338

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 LEASING DYNAMICS, INC.

Address 1375 EAST NINTH STREET, CLEVELAND, OH 44114

2. SECURED PARTY

Name AMERITRUST COMPANY, NA

Address 900 EUCLID AVENUE, CLEVELAND, OH 44101

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

That certain equipment lease entered into by and between Debtor (as Lessor) and Things Remembered, Inc. evidenced by Equipment Lease 357-87 (dated as of 5/18/87) Schedule 7-87 (dated as of 1/20/88); all lease moneys fully described in Security Agreement of even date.

Name and address of Assignee

FILED WITH ANNE ARNDEL, MD  
]

CHECK  THE LINES WHICH APPLY

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

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

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

Karen L. Savonik  
(Signature of Debtor)

LEASING DYNAMICS, INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Patricia J. Heard  
(Signature of Secured Party)

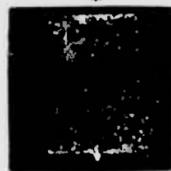
AMERITRUST COMPANY, NA  
Type or Print Above Signature on Above Line

135

1. This Schedule No. 7-87 covers the following equipment

QTY	MODEL/FEATURE	DESCRIPTION	SERIAL NO
(22)	IBM	Model 3684 Registers	SEE ATTACHED
(22)	IBM	Dial access arrangements	

545 287



## EQUIPMENT LIST

545 288

STORE	SERIAL NUMBER	MALL	STORE	SERIAL NUMBER	MALL
509	41828	THINGS REMEMBERED STORE 300 MARY ESTHER CUTTOFF MARY ESTHER FL 32569	580	41825	THINGS REMEMBERED STORE RT 118C SWANSEA MA 02777
510	41832	THINGS REMEMBERED STORE 4300 MEADOWS LA SPC 159 LAS VEGAS NV 89107	581	41824	THINGS REMEMBERED STORE 47 A SIGNAL HILLS W. ST. PAUL MN 55118
512	41822	THINGS REMEMBERED STORE 3811 S. COOPER ST., SPC 2188 ARLINGTON TX 76015	582	41835	THINGS REMEMBERED STORE 1076 LAYTON HILLS LAYTON UT 84041
513	41826	THINGS REMEMBERED STORE 3520 N. HWY #98, SPC 716 LAKELAND FL 33805	583	41823	THINGS REMEMBERED STORE OLD HICKORY DR & N HIGHLAND JACKSON TN 38301
514	41836	THINGS REMEMBERED STORE 5252 HICKORY HOLLOW PKY ANTIOCH TN 37013	584	41833	THINGS REMEMBERED STORE N. MONROE ST. MONROE MI 48161
515	41830	THINGS REMEMBERED STORE 1250 BALTIMORE PKE SPC UL20 SPRINGFIELD PA 19064	585	41831	THINGS REMEMBERED STORE 4001 CHAPEL HILL BLVD DURHAM NC 27707
516	41834	THINGS REMEMBERED STORE 200 E. VIA RANCHO PKY, #496 ESCONDIDO CA 92025	586	41839	THINGS REMEMBERED STORE ANNAPOLIS MALL SPACE K2 ANNAPOLIS MD 21401
517	41819	THINGS REMEMBERED STORE 5600 E. BANNISTER RD. RM 267 KANSAS CITY MO 64137	587	41840	THINGS REMEMBERED STORE 104 W COLFAX AVE LAKEWOOD CO 80215
518	41820	THINGS REMEMBERED STORE 3405 CANDLERS MTN RD SPC 122 LYNCHBURG VA 24502	588	41837	THINGS REMEMBERED STORE 27000 CROWN VALLEY PKWY MISSION VIEJO CA 92691
519	41838	THINGS REMEMBERED STORE 32293 GRATIOT RD SPC 255 ROSEVILLE MI 48066	590	41829	THINGS REMEMBERED STORE 515 NO. 6TH ST, SPC D-468 ST. LOUIS MO 63101
569	41827	THINGS REMEMBERED STORE 8501 W. BOWLES, UNIT 2B395 LITTLETON CO 80123			
570	41821	THINGS REMEMBERED STORE 90 ELM STREET ENFIELD CT 06082			

545-289

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 512  
Identification No. 267717

Page No. 419  
Dated May 22, 1987

1. Debtor(s) { AG Recovery Co., Inc.  
Name or Names — Print or Type  
717 I. Hammonds Ferry Rd. Linthicum Hts., Md. 21090  
Address — Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland  
Name or Names — Print or Type  
25 S. Charles St. Balto., Md. 21201  
Address — Street No. City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

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



Dated: July 15, 1989

First National Bank of Md.  
Trudve N. Weisberg  
(Name of Secured Party)  
[Signature]  
(Signature of Secured Party)  
Loan Accounting Officer  
Type or Print (Include Title if Company)

103

270339

515-290

FINANCING STATEMENT

This financing statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland, for filing pursuant to the Uniform Commercial Code.

	<i>Name</i>	<i>Address</i>
DEBTOR:	Thomas J. Glanville Sr. Carol J. Glanville	1914 Ridgewood Rd. Hanover, MD 21076
SECURED PARTY:	D V Development Inc. T/A S and H Marine Mchenry, MD 21541	

This financing statement covers the following type of personal property:

1988 Charger Boat Model 2150 S/N CDG86787H788  
1990 Tee Nee Boat Trailer S/N 1PY2B4V24K1000003

This transaction is exempt from the Recordation Tax.

Principal amount of indebtedness 15,922.00

Dated this 16th day of August, 1989.

DEBTOR:

Thomas J. Glanville Sr.  
Thomas J. Glanville Sr.

Carol J. Glanville  
Carol J. Glanville

SECURED PARTY: Richard A. Trypan  
D V Development T/A S and H Marine  
RICHARD A. TRYPAN

ASSIGNEE OF SECURED PARTY:  
GARRETT NATIONAL BANK  
46 South Second Street  
Oakland, Maryland 21550

By William W. Rohlf

12.50

12.50



545 PRE 291

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 7-25-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bobby & Juanita Simmons

Address 113 Archwood Ave Glen Burnie MD 21061 Anne Arundle Co.

2. SECURED PARTY

Name Kayak Mfg. Corp

Address 325 Harlem Rd. West Seneca, New York 14224

Person And Address To Whom Statement Is To Be Returned If Different From Above  
Second Federal Funding Corporation P.O. Box 4112 Buffalo, NY 14240

3. Maturity date of obligation (if any) \_\_\_\_\_

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

24x12 Kayak Award Winning Pool  
nr: 215-40-6688

CHECK  THE LINES WHICH APPLY

CK

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Bobby Gene Simmons*  
(Signature of Debtor)

BOBBY GENE SIMMONS  
Type or Print Above Name on Above Line

*Juanita L Simmons*  
(Signature of Debtor)

JUANITA LEE SIMMONS  
Type or Print Above Signature on Above Line

*Kevin F Stewart*  
(Signature of Secured Party)

Kevin F Stewart  
Type or Print Above Signature on Above Line

10.5



PARTIES 8-29-89

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

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

Wolf, Michael A. O.D.  
Rt. 219  
Oakland, MD 21550

Filing No. (stamped by filing officer)

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

545 PRE 293

278332

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))—

- 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):

Identify collateral by item and/or type:

VENDOR: ALLERGAN HUMPHREY

1 Field Analyzer

1 Table Double Power

The seller(secured party) is taking a security interest in the listed equipment. This is a conditional sale contract and is not subject to recordation tax.

(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 fixture 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:

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).

DEBTOR SIGNATURE(S)

Debtor Signature(s): Michael A. Wolf, O.D.

*Michael A. Wolf*  
(NAME/TITLE) Michael A. Wolf, O.D.

1a (NAME/TITLE)

1b (NAME/TITLE)

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION  
ONE MEDIQ PLAZA  
PENNSAUKEN, NEW JERSEY 08110

545 294

278393

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) Jones of Annapolis, Inc. 2056 Generals Highway Annapolis, MD 21401 M-35308	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	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) Caterpillar Financial Services Corporation 10630 Little Patuxent Parkway Columbia, Maryland 21044	
(5) This Financing Statement Covers the Following types [or items] of property.		

One (1) New Caterpillar Model #963 Track Loader S/N 21202814 #21682-105

X ANNE ARUNDEL COUNTY

SECURED PARTY IS SELLER OF EQUIPMENT NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

4784 MP #1628-2  
Secured Party(ies) [or Assignees]  
Alban Tractor Co., Inc.

(6) Signatures: Debtor(s)  
Jones of Annapolis, Inc. Marjorie Jones, President

(By) *Marjorie Jones, pres.*  
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:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and  George Wolpert, V.P. Finance  
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

1150

UCC-1

545 295

270004

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

1. Debtor(s) (Last Name First) and address(es) ROBINSON, SHERMAN S., M.D. P.A. 479 JUMPERS HOLE ROAD SEVERNA PARK, MD 21146	2. Secured Party(ies) and address(es) FINANCING SYSTEMS, INC. 40 STANFORD DRIVE FARMINGTON, CT 06032	For Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

4. This financing statement covers the following types (or items) of property Master Lease No. 9300, Schedule 001, dated June 26, 1989 and all equipment, rentals, purchase option payments and any other sums payable thereunder. Equipment: ONE #167401 MICROTYMP, ONE #172386 AUDIOSCOPE 3 AND ONE #167403 DEMO CASE.	5. Assignee(s) of Secured Party and Address(es)
---	---

TRUE LEASE - NOT SUBJECT TO RECORDATION TAX-DOES NOT CREATE SECURITY INTEREST  
 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

ANNE ARUNDEL COUNTY CLERK  
 COURTHOUSE  
 ANNAPOLIS, MD 21401

ROBINSON, SHERMAN S., M.D. P.A.      FINANCING SYSTEMS, INC.

By: *Sherman S. Robinson*      By: *[Signature]*      38148  
 Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies)      9300-00

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1.

# 9446/CG-172000

545 296

278335 Co

C-02-07302-1

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 Jones, Thomas

Address 32 N. Glen Ave. Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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)

Thomas Jones

Thomas Jones  
(Signature of Debtor)

Thomas Jones owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Chrm.  
(Signature of Secured Party)

RHODA L. BALDWIN, CHRM.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1350

ms.

545 297

CONDITIONAL SALE CONTRACT NOTE

TO: **Baldwin Service Center, Inc.** ("Seller") FROM: **Thomas Jones** ("Buyer")  
 Defense Hwy. 450 & 178 Annapolis, MD 21401 32 N. Glen Ave. Annapolis, MD 21401  
(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): <b>One (1) JCB Model 1400B Loader Backhoe S/N 312732</b>	(1) TIME SALES PRICE .....	\$ 14,223.04
	(2) Less DOWN PAYMENT in Cash .....	\$ 1,150.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance) .....	\$ -0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 13,073.04
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:  
**32 N. Glen Ave.** **Annapolis** **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 **Thirteen thousand seventy three and 04/100** Dollars (\$ **13,073.04**) being the above indicated Contract Price (hereinafter called the "time balance") in **36** successive monthly installments, commencing on the **23rd** 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 \$ **363.14** and the final installment being in the amount of \$ **363.14** 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: 8-21 19 89 BUYER(S)-MAKER(S):  
 Accepted: **Baldwin Service Center, Inc.** (SEAL) **Thomas Jones** (SEAL)  
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: Shadav L. Baldwin, Chmn. By: Thomas Jones  
(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.)\_\_\_\_\_  
(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: August 21, 19 89 Baldwin Service Center, Inc. (SEAL) } Signature of Seller  
\_\_\_\_\_  
(Witness) By: Shada L. Baldwin, Chrm. }  
(Signature: Title of Officer, "Partner" or "Proprietor")

4019906-201

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270296

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

If transaction or transactions wholly or partially subject to 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 C&F UTILITIES, INC.

Address 1073 St. Stephens Church Road, Crownsville, MD 21032

2. SECURED PARTY

Name Furnival Machinery Company, Inc.

Address 2240 Bethlehem Pike, Hatfield, PA 19440

General Electric Capital Corp., 600 W. Germantown Pk, Plymouth Meeting, PA 19462  
Person And Address To Whom Statement Is To Be Returned 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 Komatsu PC220 LC-5 Hydraulic Excavator S/N 35257 with all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof. Debtor is not authorized to sell equipment.

Name and address of Assignee  
General Electric Capital Corp.  
600 W. Germantown Pike  
Plymouth Meeting, PA 19462

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C&F UTILITIES, INC.

(Signature of Debtor)

*Richard G. Forliffe*  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL MACHINERY COMPANY, INC.

(Signature of Secured Party)

*J P Wheat* SECY TREAS  
Type or Print Above Signature on Above Line

116



545 300

278397

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

3 Maturity date (if any):

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

2 Secured Party(ies) and Address(es)

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

Marsh III, Sherald R.  
131 McKinsey Road  
Severna Park AA Md. 21146

Baltimore MackTrucks, Inc.  
610 Nursery Road  
Linthicum, Maryland 21090

GK

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

(1) 1989 Mack Truck Model RD690S, VIN# 1M2P198C5KW006063  
w/ Benson Aluminum Dump Body 90-65

*Document not subject to usccodation -  
Conditional sales contract signed by Debtor*

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

Associates Commercial Corp.  
P.O. Box "A"  
College Park, Md. 20740

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

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

Filed with: AA City

1353918

Sherald R. Marsh III

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

545 301

270338

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

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>Darryl N. Hudson 7843 Kings Bench Place Pasadena, MD 21122</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>HARBOR TRUCK SALES AND SERVICE, INC. 2723 Annapolis Road Baltimore, Md., 21230</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>1989 Freightliner FLC12064 Serial #1FVN2WY98KH364679 With R/S Steel 14 1/2' Dump Body Serial #89030544</p> <p>DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p>Associates Commercial Corp. P.O. Box A College Park, MD 20740</p>

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

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

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented: 1353357

Filed with: ANNE ARUNDEL COUNTY

Darryl N. Hudson  
By: Darryl N. Hudson  
Signature(s) of Debtor(s)

HARBOR TRUCK SALES AND SERVICE, INC.  
By: John B. Coffey Sr. Treas  
Signature(s) of Secured Party(ies)

1—FILING OFFICER—ALPHABETICAL

603469 Rev 12-80

**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:  
 FELTY CHRISTINE  
 7959 TELEGRAPH RD LOT 15 SEVERN MHF  
 SEVERN MD 21144 **1**

**Debtor name** (last name first if individual) and mailing address:  
 7959 TELEGRAPH RD LOT 15 SEVERN MHF  
 SEVERN MD 21144 **1a**

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

**Filing No.** (stamped by filing officer): **545 302**  
**Date, Time, Filing Office** (stamped by filing officer): **270300**  
**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 County \_\_\_\_\_  
 Prothonotary of \_\_\_\_\_ County \_\_\_\_\_  
 real estate records of \_\_\_\_\_ County \_\_\_\_\_ **6**

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

**Secured Party(ies) names(s)** (last name first if individual) and address for security interest information:  
 KONA MH BROKERS & ASSOC., INC.  
 P.O. BOX 540  
 HANOVER, MD 21076 **2**

**COLLATERAL**

Identify collateral by item and/or type:  
 1983 LIBERTY OAKBROOK 14 X 70  
 SERIAL # 08L51630 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THEREOF 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(T) OR THE STATE LAW EQUIVALENT STATUTE."  
 (check only if desired) Products of the collateral are also covered **9**

**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 **2a**

Identify related real estate, if applicable. The collateral is, or includes (check appropriate boxes):  
 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 **3**

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**

**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):**  
 FELTY CHRISTINE  
 1a *Christine Felty 8-16-89*  
**11**

**Secured Party Signature(s)**  
 (required only if box(es) is checked above):  
 KONA MH BROKERS & ASSOC., INC.  
*Sara Kaplan - agent*  
**4**

**RETURN RECEIPT TO:**  
 GREEN TREE ACCEPTANCE, INC.  
 3062 PS BUSINESS CENTER  
 WOODBRIDGE, VA 22192 **12**



## UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-5a

1) Page 1 of 1

Important: Read Instructions on Back Before Filling Out Form Addition Sheets

2) Debtor(s) (Last name, first and address) Environmental Resources Management, Inc. 855 Springdale Drive Exton, PA 19341	3) Secured Party(ies), names and address(es) Philadelphia National Bank 50 West Market Street West Chester, PA 19381	4) For Filing Officer:  545 304
--	---	---------------------------------------

5) This Additional Sheet covers the following Additional Types (or Items) of Property:

Additional Location:

✓ The Conte Building  
116 Defense Highway  
Suite 300  
Annapolis, MD 21401

All of Debtor's Accounts, Contract Rights, General Intangibles, Chattel Paper and Instruments now owned, existing or hereafter acquired or arising; all goods and services the sale, lease, or performance of which gives rise to any Account or Contract Right of the Debtor including any returned goods; and all Proceeds of all the foregoing.

"Z  
C  
E  
R  
T

278101

545 FEB 3 1989

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

3 Maturity date (if any)

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

2 Secured Party(ies) and address(es)

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

Amoco Corporation  
200 East Randolph Drive  
Chicago, Illinois 60601

MISSO Services Corporation  
5201 Leesburg Pike  
Falls Church, Virginia 22041

FED ID # 36-181-2780

GK

4 This financing statement covers the following type(s) for item(s) of property

Schedule 465

Equipment: (1) 4224-201

Location: 801 Ordinance Road  
Baltimore, Maryland

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

IBJ Schroder Leasing Corp.  
One State Street  
New York, New York 10004

6815

" NOT SUBJECT TO ANY RECORDATION TAX - THIS IS A TRUE LEASE "

81815

FD 1-27-89

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.

ANNE ARUNDEL, MD  
~~BALTIMORE CO~~ MP

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

AMOCO CORPORATION

MISSO SERVICES CORPORATION

By H. Stewart  
Signature(s) of Debtor(s)

Prof. Assist.  
Title

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

[Signature]  
Title

(1) Filing Officer Copy-Alpha

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL 345 306  
Identifying File No. 278172

**FINANCING STATEMENT** FORM UCC-1

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

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

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

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

1. DEBTOR/Lessee

Name FJS Management Corporation  
Address 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY/Lessor

Name EB Industrial Leasing Corporation  
Address 898 Airport Park Road, Suite 100, 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 furniture, fixtures and equipment, wherever located, whether now or hereafter leased or possessed by FJS Management Corporation under that certain Equipment Lease dated 08/16/89 by and between the above referred to parties, all Supplementary Schedules or any other agreements executed concurrently therewith or at any time thereafter with reference thereto and all accessions, additions and replacements thereto, whether now owned or hereafter acquired."  
Name and address of Assignee

See Attached Schedule A

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)

(If collateral is goods which are or are to become fixtures) The above 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)/Lessee  
FJS Management Corporation  
Frank J. Scott, President  
Type or Print Above Name on Above Line

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

[Signature] E.A.V.P.  
(Signature of Secured Party/Lessor  
EB Industrial Leasing Corporation  
Robert P. Kurz, Executive Vice President  
Type or Print Above Signature on Above Line

1150

SCHEDULE A

545-307

- AST 140/EGA Monitor
- 3.5 Flop/2400 Modem
- 1- MEG MEM
- 1- 1524 Panasonic
- 1- Communication Link
- 1- UPS 520e
- 1- Printer Cable
- 1- Printer Stand
- 1- Panasonic 900
- 3- Panasonic 115
- 1- Panasonic 125
- 1- Demagnetizer
- 1- AC Adapter
- 5- Tapes 4PK
- 10- Battery 2PK
- 1- AST 145 40M Serial # US0025438-WS
- 1- ALQ2001 Serial # 8A8001339Y
- 1- Q & A
- 1- One Write Plus
- 1- Library
- 1- CPU Table
- 1- Extention AC
- 1- Memory Upgrade
- 50- Disk 5¼" 1.2M
- 20- Disk 5¼" 360K
- 1- Disk 3.5" Box
- 1- Allegro 24 Serial # 8H00045Y3M

## FINANCING STATEMENT

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

To Be Recorded in the:

1. Financing Statement Records of the Maryland State Department of Assessment and Taxation.

2. Financing Statement Records of Anne Arundel County, Maryland.

1. NAME AND ADDRESS OF DEBTOR:

HARRY D. WOOTTON, SR.  
LILLIAN M. WOOTTON  
8065 Ritchie Highway  
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

MERCANTILE SAFE DEPOSIT AND TRUST COMPANY  
766 Old Hammonds Ferry Road  
Linthicum, Maryland 21090

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

148

545-3119

Debtor, as lessor of any part or parcel of the premises described in Exhibit "A" and 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 or parcel of 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:

*Harry D. Wootton Sr.*  
HARRY D. WOOTTON, SR.

*Lillian M. Wootton*  
LILLIAN M. WOOTTON

RETURN TO:

PAUL WARTZMAN, ESQUIRE  
WARTZMAN, OMANSKY,  
BLIBAUM & SIMONS, P.A.  
341 N. Calvert Street  
Baltimore, Maryland 21202

File Number: RE56012.59  
PW/SKK  
8/10/89

EXHIBIT "A"

BEGINNING at a 3/4 inch pipe found on the northeast side of Ritchie Highway, 317.43 feet from the northwest side of Jumpers Hole Road 30 feet wide said place of beginning being 40.00 feet from the end of the last or South 35 degrees 01 minutes East 322.70 foot line in a Deed dated December 26, 1968 from Marley Land Corporation to Louis E. Pumphrey, Jr., Robert L. Pumphrey, Leonora Pumphrey Garey, Virginia Pumphrey Sonn, and Katherine Regina Pumphrey Gray and recorded among the Land Records of Anne Arundel County in Liber 2317 folio 515, etc. thence from said place of beginning binding on the northeast side of said Ritchie Highway (1) North 35 degrees 24 minutes 48 seconds West 282.03 feet to a pipe found, thence leaving said Highway and being the division line of Lots 267 and 268 as shown on the Plat of Marley No. 2, of record in the Land Records of Anne Arundel County, in Plat Book 25, folio 19, (2) North 54 degrees 36 minutes 56 seconds East 200.00 feet, thence (3) North 35 degrees 23 minutes 06 seconds West 100.00 feet to a pipe, thence (4) North 54 degrees 36 minutes 56 seconds East 272.03 feet to a pipe found, thence (5) South 61 degrees 03 minutes 01 seconds East 358.48 feet to a pipe on the northwest side of Jumpers Hole Road 40 feet wide, thence binding on said northwest sides of said road the two following courses and distances: (6) South 27 degrees 06 minutes 08 seconds West 260.06 feet to a point, thence (7) South 24 degrees 42 minutes 19 seconds West 120.80 feet, thence leaving said side of Jumpers Hole Road (8) North 35 degrees 24 minutes 10 seconds West 121.50 feet to a pipe, thence (9) South 54 degrees 36 minutes 14 seconds West 291.72 feet to the place of beginning. Containing 4.691 acres of land, more or less. Situate on the northeast side of Governor Ritchie Highway and northwest side of Jumpers Hole Road.

BEING subject to a twenty foot widening strip along the northwest side of Jumpers Hole Road I.E., sixth or South 27 degrees 06 minutes 08 seconds West 260.06 foot line and the seventh or South 24 degrees 42 minutes 19 seconds West 120.80 foot line as shown on the accompanying plat.

278104

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 45,000.00 (\$315.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Annapolis Discount Tires, Inc. DBA

ADT Auto Parts  
(Name)

104 Defense Highway  
(Address)

Annapolis, Md. 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Darlene Niccoli, Loan Admin. Office  
(Name of Loan Officer)

25 S. Charles St. 101-560  
(Address)

Baltimore, Md. 21201

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

SEE ATTACHED SCHEDULE "A"

RECORD FEE 12.00  
 RECORD TAX 315.00  
 POSTAGE .50  
 #443490 0777 R03 T10:25  
 08/29/89  
 CK H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

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

Record Owner, if different from the Debtor: \_\_\_\_\_

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

DEBTOR (OR ASSIGNOR)

Annapolis Discount Tires, Inc. DBA (Seal)

ADT Auto Parts (Seal)

*Steve Chait* (Signature)

STEVE Chait V.P.  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print or Type Name)

12  
315  
- 00

		AUTO*MATE System Upgrade	\$ 45,650.00
1	7810	Datapoint Processor 8MB Memory, 142MB Disk, 150MB Tape Serial # 1298487	Included
1	8602	Datapoint Processor 256K Memory, MFCA Serial # 649919	Included
3	7352	Datapoint Crt Serial # 1294666,1298272,1298274	Included
15	7061	Datapoint POUA	Included
1	9487	Datapoint 16 Port Hub Serial # 230046	Included
3	4PPH	Xinetron 4 Port Hub	Included
1	M320S	Okidata Printer Serial # 109377	Included
1	M321S	Okidata Printer Serial # 81304	Included
2	EL4SSTI	ICD Cash Drawer Serial # 660065,783609	Included
2	DC600XTD	3M Data Cartridge	Included

QTY	MODEL	DESCRIPTION	PRICE
1	COAX	Cable, 110'	Included
3	COAX	Cable, 75'	Included
1	COAX	Cable, 60'	Included
2	COAX	Cable, 10'	Included
7	COAX	Cable, 5'	Included
3	COAX	Cable, 1'	Included
1	KP10	Cable, 20'	Included
1	VC10+	Cable, 5'/10'	Included
1	VCP10	Cable, 75'	Included
1	VCP21	Cable, 75'	Included
1	0549001	Datapoint 7800 IPL Tape	Included
1	9681001	Datapoint RMS/XA 7800 O/S	Included
1	9829015	Datapoint RMS Datapoll Master	Included
1	9832012	Datapoint RMS DATABUSXA/Datashare	Included
1	9886011	Datapoint RMS Vista-View	Included
		Installation	Included

545 313

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. #270683 Dated 11/24/87

Record Reference Book#520 Page#207 to #209

2. DEBTOR is:

Name: T/A Wootton Motor Cars (Last Name First)

Address: 8065 South Ritchie Highway, Pasadena, Md. 21122



RECORD FEE 10.00  
POSTAGE .30  
RECORDED 5777 TOB 110-39  
02/24/89  
H. EILE SCHAFER  
ANNE ARUNDEL COUNTY COURT

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:

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)

152

278105 427- AA 5/22 (2316) 545-314

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax - Conditional Sales Contract  
 Recordation Tax of \$ \_\_\_\_\_ on \_\_\_\_\_  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer  
File No.: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

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

1. DEBTOR: Cherry Hill Construction, Inc.  
(Name or Names)  
8170 Mission Road Jessup, Maryland 20794  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. SECURED PARTY: Don Carter Equipment Sales  
(Name or Names)  
4506 IDA Court LaBelle, Florida 33935  
(Address)

3. ASSIGNEE (if any)  
of SECURED PARTY: Signet Bank/Maryland  
(Name or Names)  
P.O. Box 22497 Baltimore, Maryland 21203  
(Address)

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

One (1) DJB Articulating end-dump Model 25B, S/N 25DB5997, equipped with Caterpillar Diesel engine (3306%), Caterpillar 4-speed transmission (power shift), 26.5 x 25 tires, full cab, lights, mirrors and all other standard equipment together with all attachments and accessories thereto.

RECORD FEE 10.00  
POSTAGE 2.00  
REGISTERED STATE BOOK 120446  
20 2007  
CK

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT  
SELLER IS SECURED PARTY

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

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

DEBTOR(S): CHERRY HILL CONSTRUCTION, INC.

SECURED PARTY: DON CARTER EQUIPMENT SALES

By: [Signature]  
JAMES A. ORENTHAN (Title)  
(Type or print name of person signing)

By: [Signature]  
DON CARTER PRES.  
(Type or print name of person signing)

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

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

545-315

278196

### 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)          J. P. Fuller, Inc.          1810-1812 S. Crain Highway          Glen Burnie, Maryland 21061          and          8205 Cloverleaf Drive          Millersville, Maryland 21108</p>	<p>2. SECURED PARTY and Address          SIGNET BANK/MARYLAND          Baltimore &amp; St. Paul Streets          Baltimore, Maryland 21203          Attn: Michael T. Cavey</p> <hr/> <p>Return to Secured Party</p>
---	---

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

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other

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: \$ \_\_\_\_\_

RECORD FEE GK 1.00  
17 203 21046  
15 27287  
H. ERIC SCHAFER  
ANNE ARUNDEL COUNTY

DEBTOR:

SECURED PARTY:  
SIGNET BANK/MARYLAND

J. P. Fuller, Inc.  
(Type Name)

By: Michael T. Cavey

By: Raymond E. Fuller PRES.  
Raymond E. Fuller, President

Michael T. Cavey  
(Type Name)

By: Isla E. Merchant Sec/Treas  
Isla E. Merchant, Secretary/Treasurer

August 18 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 25 1989

11.50

276407

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. <input type="checkbox"/>
---	--

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

1. DEBTOR

Name TransFinancial Leasing Corp.  
 Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name SIGNET BANK/MARYLAND  
 Address 7 St. Paul Street, 5th Floor  
Baltimore, MD 21203

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 8/3/89, Schedule # 01, dated 8/3/89 between Assignor as Lessor and LEASE ACCOUNT # 317098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated 8/16/89 between Assignor and Assignee:

- (1) One DELTEC 8256-1 3-Phase 25KVA UPS Serial number 53940
- (1) One DELTEC RP8-25-15 15 Minute Battery
- (1) One DELTEC Remote Status Panel
- (1) One Rear Access Channel

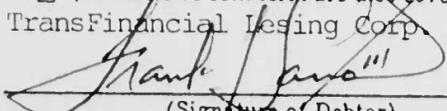
NOT SUBJECT TO RECORDATION TAX - LEASE WITH \$1.00 PURCHASE OPTION  
 CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

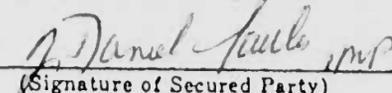
TransFinancial Leasing Corp.  
  
 (Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

  
 (Signature of Secured Party)

J. Daniel Sullivan M.P.  
 Type or Print Above Name on Above Line

Filed in the State of Maryland

11-8



545-317

278198

**FINANCING STATEMENT**

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

1. Name of Debtor(s): Partners Hair Design Inc  
 Address: 200 West St.  
 Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: 8701 Georgia Avenue  
 Silver Spring, Maryland 20910

RECORDED  
 INDEXED  
 278198  
 OCT 11 1987  
 STATE OF MARYLAND  
 DEPARTMENT OF REVENUE  
 RECORDS SECTION

3. This Financing Statement covers the following types (or items) of property:  
 A continuing securing interest in all equipment inventory and accounts receivables now in existence and here after acquired

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

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

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s):  
 Partners Hair Design Inc by  
*Martha E. Dobson* President  
 Martha E. Dobson, President

Secured Party:  
 FIRST AMERICAN BANK OF MARYLAND  
 By: *Michael Livingston*  
 Michael Livingston, Senior 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)

MSU

I hereby certify that \$330.00 has been paid in recordation taxes to the State Department of Assessments and Taxation.

545-318

*[Handwritten Signature]*

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

275109

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 100,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
True Pit, Inc.  
1540-C Pointer Ridge Place  
(Name)  
Bowie, Maryland 20716  
(Address)

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

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)  
**ALL ASSETS** located at Rt. 3 Center, Crofton, Maryland 21114

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: \_\_\_\_\_

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

DEBTOR (OR ASSIGNOR)  
True Pit, Inc. (Seal)  
Peter J. Klenkel, President (Seal)  
(Signature)  
Louis A. Klenkel, Director  
(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
(Signature)  
 \_\_\_\_\_  
(Print or Type Name)

*[Handwritten initials]*

I hereby certify that \$1,650.00 has been paid in recordation taxes to the State Department of Assessments and Taxation.

*Dallas D...*

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 500,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR  
Harbor Radiologists, P.A.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
3001 South Hanover Street  
 \_\_\_\_\_  
 (Address)  
Baltimore, Maryland 21230

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: Nicholas Lambrow  
 \_\_\_\_\_  
 (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).

ALL ASSETS located at 1700 Crain Highway, South, Suite 3F1, North Wing  
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 value 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: \_\_\_\_\_

CK

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)  
Harbor Radiologists, P.A. (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 (Signature)  
Lee Goodman, Vice President  
 \_\_\_\_\_  
 (Print or Type Name)

SECURED PARTY (OR ASSIGNEE)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 (Signature)  
George Burke, Secretary  
 \_\_\_\_\_  
 (Print or Type Name)

*Handwritten initials*

545-320

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) GAUSUM 495 CENTRAL AVE DAVIDSONVILLE 215300140 AD	2 SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265 FORMERLY: JOHN DEERE COMPANY COLUMBUS, IA	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>271785</u> Filed with <u>ANNE ARUNDEL MD</u> <u>21403</u> Date Filed <u>7/26/67</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 rights 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

Number of Additional Sheets Presented 214039

TO  
 CLERK OF CIRCUIT CT  
 & UCC DIVISION  
 ANNE ARUNDEL COUNTY  
 ANNAPOLIS MD 21403

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

By D. J. Walters Director, Installment Finance - For  
 Signature(s) of Secured Party(ies)  
 JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

10/2

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

545-321

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 262757 recorded in Liber 500, Folio 75 on July 17, 1986 (date).

1. DEBTOR(S):

Name(s): JHS Construction, Inc.

Address(es): 8131 Dorsey Run Rd. Jessup, Maryland 20794

2. SECURED PARTY:

Name: Equitable Bank, N.A.

Address: 100 S. Charles St. Baltimore, MD 21201

Attn: Dorothy Groark

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. [ X ] 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. The Secured Party hereby releases its security interest in the Debtor's Accounts.

9. DEBTOR:

[Empty lines for Debtor information]

SECURED PARTY:

EQUITABLE BANK, National Association

By [Signature] Richard K Banks, VP

(Type Name and Title)

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

152

545 322

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

(check if applicable) To Be Recorded In the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 261524 recorded in Liber 497 Folio 320 on 4/25/86 at Anne Arundel County

1. DEBTOR(S): Drs. Herzinger & Biles, P.A.  
 ADDRESS(ES): 706 Giddings Avenue  
Annapolis, Maryland 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: V. Johnson  
 ADDRESS: MAILSTOP: 500-501; Post Office Box 987, Baltimore, Maryland 21203

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

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

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

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

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

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

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

8. CHANGE DEBTOR NAME TO: Drs. Herzinger, Biles & Zagula, P.A.  
 CHANGE SECURED PARTY ADDRESS TO: MARYLAND NATIONAL BANK, ATTENTION ANNE ARUNDEL REVIEW UNIT, P.O. BOX 871, ANNAPOLIS, MD 21404

J.F. CLERS  
 RECORD FEE 10.00  
 MILEAGE .50  
 4/25/86 077 P.M. 113/44  
 08/29/89  
 FILING OFFICER  
 AN CO. CLERK COURT

DEBTOR(S): Drs. Herzinger, Biles & Zagula, P.A.  
(Signature necessary only if Item 6 is applicable)

BY: [Signature] (SEAL)  
Raymond Herzinger, President

BY: \_\_\_\_\_ (SEAL)

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

SECURED PARTY: Maryland National Bank

BY: [Signature] (SEAL)  
Betty R. Hensley  
Branch Officer  
(Type Name and Title)

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

207-126 REV. 4/86

150

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

278128

515 823

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)  
~~XXXXXXXX~~  
Tri-State Marine Distributors, Inc  
5861 Deale-Churchton Rd.  
Deale, MD 20751

2. Secured Party(ies) and address(es)  
BOMBARDIER CREDIT, INC.  
East Main Street Road  
Malone, New York 12953 8/28/89

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

NOT SUBJECT TO RECORDATION TAX.

4. This financing statement covers the following types (or items) of property  
All of the rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of the Debtor in, to and under all inventory, including but not limited to, all goods manufactured and/or sold by

Four Winns, Inc.,

the purchase of which was financed or floorplanned by Bombardier Credit, Inc. for the debtor of whatever kind or nature, wherever located, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith and all proceeds and products thereof, and documents relating thereto.

RECORD FEE 11.00  
POSTAGE .00  
5. Assignee(s) of Secured Party and Address(es)  
08/28/89  
H. ENLE SCHIFFER  
AA US. CIRCUIT COURT

CK

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 9119-TS #175319  
Anne Arundel County Clerk of  
Circuit Court

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

Tri-State Marine Distributors, Inc.  
By: Allen F. Scruggs President

Bombardier Credit, Inc.  
By: Tracey E. Stewart COA  
Tracey E. Stewart COA

(1) Filing Officer Copy - Alphabetical

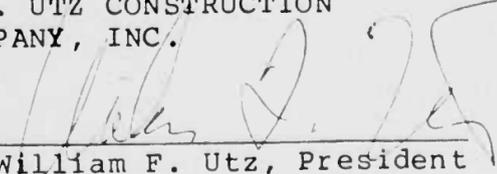
11/50 STANDARD FORM - FORM UCC-1.

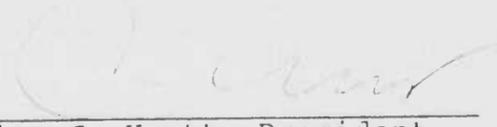


imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:  
W.F. UTZ CONSTRUCTION  
COMPANY, INC.

Secured Party:  
SEVERN SAVINGS BANK, FSB

By:   
William F. Utz, President

By:   
Alan J. Hyatt, President

realest/2utz

EXHIBIT "A"

BEGINNING for the same at an iron pipe set at the same beginning point as described in the first part of the conveyance from Daniel M. Greene and Jennie M. Greene, his wife to Foxwell & Foxwell by deed dated November 15, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 388, folio 387; and running from said beginning point and with the west line of the first part of said conveyance, North 20 degrees 32 minutes (erroneously stated in prior deed as 22 minutes) West 648 feet to a pipe set where said line intersects the west extension of the south line of the subdivision of Solley Heights; thence with said extension and with the south line of said subdivision North 69 degrees 13 minutes East 1065 feet to intersect the easternmost line of the above mentioned first part of said conveyance to Foxwell & Foxwell, Inc., thence with the same South 21 degrees 02 minutes East 622 feet to the southeasternmost corner of said first part; thence with the south line of the same South 67 degrees 58 minutes West 1072 feet to the place of beginning.

CONTAINING 15.56 acres, more or less.

SAVING AND EXCEPTING THEREFROM the lot of ground conveyed by Louis Mark Davis and Foxwell & Foxwell, Inc. to Bascom Newman and Ella Newman, his wife, by deed dated December 16, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1174, folio 295, and described as follows:

BEGINNING for the same at an iron pipe at the beginning of the Lease from Foxwell & Foxwell, Inc. to Louis Mark Davis, dated July 24, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 698, folio 58; and running from said beginning point with part of the first line of said conveyance, North 20 degrees 32 minutes West 203.31 feet; thence leaving the old road and passing through the Davis property, North 67 degrees 58 minutes East 1070.73 feet to intersect the South 21 degrees 02 minutes East 622 foot line of said conveyance; thence part of said line, South 21 degrees 02 minutes East 203.27 feet to a pipe at the end of said line; thence with the last line of said conveyance, South 67 degrees 58 minutes West 1072.50 feet to the place of beginning. CONTAINING 5.0 acres, more or less.

TOGETHER with the right of ingress and egress and the use in common across the 30 foot road now existing for use of lot owners in Solley Heights.

BEING ALL OF THAT PROPERTY as shown on the Plats entitled "HOWARD MANOR", which plats are recorded among the Land Records of Anne Arundel County in Plat Book No. 120, pages 37 and 38.

BEING the same property which by deed dated October 29, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4491, folio 620, was granted and conveyed by JOHN JEFFERSON BURCH, II unto W. F. UTZ CONSTRUCTION COMPANY, INC.

275433

The jewelry and silver listed on the attached sheets (3 sheets - Cases # 1 - 2 - 3 - 4 - 6 - 7) have been consigned by All that Glitters located at 16 Bruce Rd, Annapolis, Md. 21401 to the Silk Purse located at 109 Main St. Annapolis, Md. 21401

The consignment period will continue in effect until the items are sold.

The jewelry and silver listed on the attached sheets is the sole property of All that Glitters owned by Virginia Whitehead Delude of 16 Bruce Rd, Annapolis, Md. 21401

The jewelry + silver now on consignment is subject to recall by All that Glitters at any time or upon the mutual agreement of both parties, the Silk Purse and All that Glitters.

And all the proceeds thereof belong to All that Glitters Business.

Jeff Delude 8/15/89  
 Jeff Delude - Debtor  
 Virginia Whitehead Delude 8/15/89  
 Virginia Whitehead Delude Secured Party

RECORD FEE 29.00  
 POSTAGE CK .50  
 8/25/89 1345 PM 111429  
 08/30/89  
 HAFER  
 DISTRICT COURT

22-58

INVENTORY CASE 7

545-328

Prepared By	Initials	Date
Approved By		

1	2	3	4	5
1	14K RING - GARNET BUTTERFLY	ATG 52		170.00
2	Gold Filled	ATG 53		25.00
3	14K RING - GARNETS	ATG 54		85.00
4	STERLING GOLD WASH	ATG 55		40.00
5	14K RING - GARNETS	ATG 56		95.00
6	STERLING BRACE	ATG 57		20.00
7	STERLING PEACOCK W/ EMERALDS	ATG 58		65.00
8	14K CROSS	ATG 59		450.00
9	14K RING CITRINE	ATG 60		75.00
10	STERLING DOG	ATG 61		20.00
11	HATPIN LAPINOSIA	ATG 62		45.00
12	TIFFANY + CO Bolt Buckle	ATG 63		25.00
13	STERLING SUNSHINE	ATG 64		35.00
14	SILVER RING	ATG 65		20.00
15	14K CHAIN	ATG 66		400.00
16	10K Gold chain	ATG 67		250.00
17	10K PIN	ATG 68		90.00
18	14K CHAIN	ATG 69		400.00
19	14K PIN - PEARLS	ATG 70		85.00
20	14K WISH BONE	ATG 71		95.00
21	10K ENGLISH PIN	ATG 72		70.00
22	GOLD BAR	ATG 73		135.00
23	10K TASSEL	ATG 74		95.00
24	14K EARRINGS	ATG 75		20.00
25	14K HONEYCOMB PIN	ATG 76		175.00
26	SILVER RING	ATG 77		20.00
27	10K LOCKET	ATG 78		80.00
28	14K AMETHYST	ATG 79		120.00
29	9CT ENGLISH CHAIN	ATG 80		600.00
30	GOLD PLATING	ATG 81		20.00
31	SILVER NECKLACE	ATG 82		60.00
32	BRASS BRACE	ATG 83		15.00
33	SILVER ZIRCON	ATG 84		35.00
34	IVORY FLOWER	ATG 85		25.00
35	STERLING RING	ATG 86		20.00
36	STERLING RING	ATG 87		20.00
37	STERLING COFFLINKS	ATG 88		45.00
38	STERLING CROSS	ATG 89		25.00
39	BRANDER PURSE	ATG 90		135.00
40				

INVENTORY ATG

545-329

Prepared By	Initials	Date
Approved By		

4805 5 COL - 8805 5 COL

CASE #1

1	coral 14K clasp ATG 13	250.00
2	ADORNMENT ATG 81307 N	15.00
3	COMBINATION Bands ATG 14	20.00
4	3 STRANDED GARNET NEUTRAL ATG 15	45.00
5	ONYX chip bands ATG 16	8.00
6	SILVER PLATE BRACE ATG 17	15.00
7	Gold Filled Brace ATG 18	55.00
8	14K diamond heart RING ATG 19	145.00
9	14K SETTING ATG 20	75.00
10	14K WOOD SETTING ATG 21	75.00
11	9CT CIGAR PUNCH ATG 22	90.00
12	AMETHYST necklace ATG 23	35.00
13	MOTHER OF PEARL w/ 14K CLASP 24	175.00
14	STERLING CUFFLINKS MITHRATA ATG 25	50.00
15	STERLING Flower Pin 21 ALONS ATG 26	110.00
16	SILVER + SILVER Pin ATG 27	25.00
17	CITRINE + 14K Pin ATG 28	50.00
18	STERLING Pin PEARLS ATG 29	175.00
19	14K Pin ATG 30	30.00
20	WOOLY SHARK Pin ATG 31	25.00
21	10K LOCKET ATG 32	150.00
22	14K + dia. ATG 33	150.00
23	PLASTIC + Gold BRACE ATG 34	25.00
24	STERLING BARRINGS ATG 35	35.00
25	STERLING WPT. ATG # 36	25.00
26	STERLING + TURQUOISE BRACE ATG # 37	20.00
27	STERLING + TURQUOISE RING ATG # 38	20.00
28	STERLING + TURQUOISE BRACE ATG # 39	25.00
29	ABINOSTONE heart ATG 40	25.00
30	STERLING + JADE BRACE ATG 41	65.00
31	STERLING TURQUOISE BRACE ATG 42	35.00
32	STERLING TURQUOISE BRACE ATG 43	45.00
33	STERLING TURQUOISE BRACE ATG 44	15.00
34	STERLING SCOTTISH diamonds ATG 45	45.00
35	STERLING SCOTTISH diamonds ATG 46	45.00
36	14K SML BRACE ATG 47	225.00
37	Lapis Gold Filled BRACE ATG 48	150.00
38	SILVER necklace ATG 49	65.00
39	14K watch ATG 50	200
40	14K + CITRINE Ring 51	135.00

CASE # II

Prepared By	Initials	Date
Approved By		

545 330

4805 5 COL - 8805 5 COL

100

1	Amethyst beads ATG 91	40.00
2	Black Coral ATG 92	140.00
3	STERLING Ivory ROSES ATG 93	65.00
4	Ivory Earrings ATG 94	20.00
5	STERLING CUFFLINKS ATG 95	40.00
6	Rose Quartz Beads GT 96	65.00
7	Black Coral ATG 97	45.00
8	Gold Filled Necktie ATG 98	65.00
9	125 GRAMS SILVER ATG 100	370.00
10	Gold Bangles 7 GRAMS ATG 101	90.00
11	Gold BANGLE 123 GRAMS ATG 102	220.00
12	Lapis 14K BANGLE ATG 103	330.00
13	29.9 GRAM Brace ATG 104	420.00
14	26 GRAM BANGLE ATG 105	450.00
15	ASHWITZ CAMOO ATG 106	350.00
16	14K Charib ATG 107	650.00
17	Gold Filled CAMOO ATG 108	45.00
18	STERLING CAMOO ATG 109	375.00
19	PICHA dot Pin ATG 110	25.00
20	14K Gold Pin ATG 111	125.00
21	14K hard stone CAMOO ATG 112	135.00
22	14K CAMOO ATG 113	150.00
23	2 18K French Pins ATG 114	165.00
24	STERLING CAMOO WARRIORS ATG 115	175.00
25	Gold Filled chain ATG 116	60.00
26	10K Brace ATG 117	240.00
27	STERLING Pin ATG 118	155.00
28	COSTUME Necklaces ATG 119	65.00
29	Adventuring Tooth ATG 120	20.00
30	18K wedding band ATG 121	135.00
31	14K hart ATG 122	110.00
32	14K Black Enamel Flower ATG 123	85.00
33	14K Pin ATG 124	75.00
34	14K chain necklace ATG 125	2500.00
35	14K diamond + Garnet ring ATG 126	350.00
36	14K Aubie Ring ATG 127	125.00
37	14K Aqua Ring ATG 128	210.00
38	14K White Gold CUFFLINKS ATG 129	55.00
39	14K Aubie WARRIORS ATG 130	95.00
40		

545-331

Prepared By	Initials	Date
Approved By		

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AGATE CUFFLINKS	ATG 131	40.00
Jet Necklace	ATG 132	65.00
14K ONYX BAILINGS	ATG 133	125.00
14K MORNING PIN	ATG 134	95.00
14K CAMBO RING	ATG 135	155.00
14K ONYX BALL BAILINGS	ATG 136	175.00
14K + dia. OWL	ATG 137	50.00
14K + onyx cufflinks	ATG 138	25.00
18K BAILINGS	ATG 139	85.00
14K AMETHYST RING	ATG 140	120.00
56 GRAMS 14K BAILINGS	ATG 141	1400.00
STAR PIN	ATG 142	250.00
PEARL PIN	ATG 143	50.00
VICTORIAN PIN	ATG 144	25.00
18K ORCHID	ATG 145	125.00
14K LEAF	ATG 146	95.00
OPAL 14K PIN	ATG 147	260
FLOWER PIN	ATG 148	75.00
14K VICTORIAN PIN	ATG 149	300.00
14K OPAL SLATER CHAIN	ATG 150	220.00
OPAL RING	ATG 151	165.00
SILVER CHAIN	ATG 152	25.00
14K AMETHYST	ATG 153	115.00
14K SAPHIRE + dia	ATG 154	225.00
STERLING STERLING	ATG 155	20.00
CORAL PIN 14K	ATG 156	225.00
CORAL PIN SS	ATG 157	110.00
CORAL NECKLACE	ATG 158	125.00
CORAL BRACE	ATG 159	175.00
STERLING CARDS	ATG 160	250.00

Prepared By	Initials	Date
Approved By		

4805 5 COL - 8805 5 COL

	1	2	3	4	5
1	14 CHRISTIANING BEADS	ATG	181		
2	AMBER + BONE NECKLACE	ATG	182		
3	WISDOM BOLT buckle	ATG	183		
4	IVORY PENDANT	ATG	184		
5	GF CHAIN	ATG	185		
6	JADE NECKLACE	ATG	186		
7	AGATE NECKLACE	ATG	187		
8	GF WATCH CHAIN	ATG	188		
9	STERLING KEY	ATG	189		
10	POWER PIN	ATG	190		
11	14KT SLIDE CHAIN	ATG	191		
12	PEARL CITRINE NECKLACE	ATG	192		
13	14KT CHAIN	ATG	193		
14	PEARL EARRINGS	ATG	194		
15	14KT PENDANT W/ DIA	ATG	195		
16	14KT EARRINGS	ATG	196		
17	14KT TURQUOISE PIN	ATG	197		
18	14KT STERLING + GOLD PIN	ATG	198		
19	14KT GOLD FLIGSWO RINGS	ATG	199		
20	RUBY + OPAL RINGS	ATG	200		
21	14KT + FLIGSWO RINGS	ATG	201		
22	CORAL WOOD BEADS	ATG	202		
23	EMERALD NECKLACE W/ CORAL	ATG	203		
24	OPAL PIN	ATG	204		
25	WALNUT + STERLING EARRINGS	ATG	205		
26	AMETHYST EARRINGS	ATG	206		
27	JADE NECKLACE	ATG	207		
28	STERLING NECKLACE	ATG	208		
29	JADE PIN	ATG	209		
30	GOLD FILLED + PEARL PIN	ATG	210		
31	ROSE QUARTZ EARRINGS	ATG	211		
32	CORAL RING W/ RING SET	ATG	212		
33	IVORY BEADS	ATG	213		
34	TOURMALINE BEADS	ATG	214		
35	WALNUT BEADS	ATG	215		
36	36 14KT + GEMSTONE RINGS	ATG	216		

CASE IV

PAT McMAN

Prepared By	Initials	Date
Approved By		

545-333

1	78 14K + Gem STONE RINGS	ATG	197	1
2	PEARL + Garnet Bands	ATG	198	2
3	14K Pencil	ATG	199	3
4	Machisita Buckle	ATG	200	4
5	Silver cup	ATG	201	5
6	52 14K Gemstone RINGS	ATG	202	6
7	Silver Flower	ATG	203	7
8	210 Gram Silver Bowl	ATG	204	8
9	6 STRAND AMBUK	ATG	205	9
10	10K + Jade NECKLACE	ATG	206	10
11	14K NECKLACE 18"	ATG	207	11
12	14K EARINGS	ATG	208	12
13	Silver Cigarette case	ATG	209	13
14	Silver Brooch	ATG	210	14
15	2 Silver Bangles	ATG	211	15
16	Bee Pin	ATG	212	16
17	JHC Turtl	ATG	213	17
18	5 Silver Rings	ATG	214	18
19	breathier EARINGS	ATG	215	19

CASE V

22	5 Silver Plates	ATG	216	22
23	1 Plate Settings	ATG	217	23

CASE VI

26	6 Silver Plates	ATG	218	26
27	24 Silver Spoons	ATG	219	27
28	2 Silver salt + Pepper shakers	ATG	220	28
29	1 Sterling Silver Tea Set	ATG	221	29
30	Bronze Lamp	ATG	222	30

CASE VII

33	15 14K + diamond Rings	ATG	223	33
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mail to

Virginia Whitehead DeLude ✓  
 16 Bree Rd  
 Annapolis, Md. 21401



545-334

AA

### FINANCING STATEMENT

278431

- 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) JENKINS BOAT SALES, INC. Address(es) 7328 Ritchie Highway  
Glen Burnie, Maryland 21061 and  
2434 Holly Neck Road  
Baltimore, Maryland 21221

6. Secured Party Provident Bank of Maryland Address 114 E. Lexington Street - 4th Floor  
Baltimore, Maryland 21202  
Attention: Richard C. Nettles, V.P.  
Type name & title

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

- A. *Inventory* All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Accounts* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. *General Intangibles* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. *Chattel Paper* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. *All Equipment and Fixtures* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. *Specific Equipment* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Other* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtor(s): JENKINS BOAT SALES, INC.  
 \_\_\_\_\_ (Seal) By: *Charles N. Anderson, Jr.* (Seal)  
 \_\_\_\_\_ (Seal) Charles N. Anderson, Jr., President  
 Type name and title

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

Please return Recorded Documents to:  
 Dennis R. Krugman/HCCR  
 PROVIDENT BANK OF MARYLAND  
 P.O. Box 1661  
 Baltimore, Maryland 21203-1661

110

SCHEDULE "A"

"All inventory of whatever kind or nature, including but not limited to boats, boat motors, marine equipment, parts and accessories whether attached to the boats, boat trailers, boat motors or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used, or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangible accounts or otherwise)."

JENKINS BOAT SALES, INC.

545 336

STATE OF MARYLAND

278132

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 7, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl J. Duncan Jr dba American Coffee Co  
Address 259 Ullman Rd Pasadena MD 21122 Anne Arundel County

2. SECURED PARTY

Name Newco Enterprises Inc  
Address P.O. Box 852 St. Charles, MD 63302

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Loan 9568F  
27 Newco Coffee Machines  
Serial Numbers: 1002-1009, 98931-98952

Name and address of Assignee  
Firestone Financial Corp  
P.O. Box 789  
Newton Centre MA 02159

CHECK  THE LINES WHICH APPLY

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

Carl J. Duncan Jr  
(Signature of Debtor)

Carl J. Duncan Jr.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mary Freeman  
(Signature of Secured Party)

Newco Enterprises Inc

Mary Freeman  
Type or Print Above Signature on Above Line

17-50

278433

545 337

1. No. of additional sheets		Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es)		3. Secured Party(ies) and address(es)		
Ed Nowa, Inc./ Precision Tune 2633 Annapolis RD. Hanover, MD. 21076 Anne Arundell Social Security # Fed. Emp. Tax ID. # Cnty.		<b>THE ALLEN GROUP LEASING CORP.</b> 37519 Schoolcraft Road Livonia, MI 48150		
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable 5. <input type="checkbox"/> Products of collateral are also covered. 6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

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

Allen Engine Analyzer # 62-820/12-320/42-700  
and all substitutions, replacements, additions  
and accessories.

"Not subject to recordation tax, conditional sales contract"

Ed Nowa, Inc./Precision Tune 08/17/89  
Carol Siep-AS ATTORNEY IN FACT

*Carol Siep*  
Signature(s) of Debtor(s)

**THE ALLEN GROUP LEASING CORP.**

Carol Siep-Vice President/Controller

by: *Carol Siep*  
(Signature of Secured Party or Assignee of Record)

SECRETARY OF STATE COPY

*1/82*

545 338

278434

1. No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) Ed Nowa, Inc./Precision Tune 2633 Annapolis Rd. Hanover, MD.  Social Security # Anne Arundell Fed. Emp. Tax ID. # Cnty.	3. Secured Party(ies) and address(es)  <b>THE ALLEN GROUP LEASING CORP.</b> 37519 Schoolcraft Road Livonia, MI 48150		CK
4. Name and address(es) of assignee(s) (if any)	CHECK <input checked="" type="checkbox"/> if applicable 5. <input type="checkbox"/> Products of collateral are also covered. 6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

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

Allen Engine Analyzer # 62-820/12-320/42-700  
and all substitutions, replacements, additions  
and accessories.

"Not subject to recordation tax, conditional sales contract"

Ed Nowa, Inc./Precision Tune 08/17/89  
Carol Siep-AS ATTORNEY IN FACT

*Carol Siep*  
Signature(s) of Debtor(s)

**THE ALLEN GROUP LEASING CORP.**  
Carol Siep-Vice President/Controller

by *Carol Siep*  
(Signature of Secured Party or Assignee of Record)

*1/50*

SECRETARY OF STATE COPY

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated August 7, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COX CREEK REFINING COMPANY
Address Fort Smallwood & Kembo Rd. P.O. Box 3407 Baltimore, MD 21226

2. SECURED PARTY

Name DIVERSIFIED METALS CORPORATION
Address 101 S. Hanley Road Suite 1450 St. Louis, MO 63105

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

3. Maturity date of obligation (if any)

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

All inventory of Secured Party in the possession of Debtor, including, but not limited to, all toll materials, raw materials, processed product and the proceeds thereof, now owned or hereafter acquired.

Name and address of Assignee
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)

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COX CREEK REFINING CO BY
Gary D. Miller VP 8/7/89
(Signature of Debtor)
Gary D. Miller, Vice President
COX CREEK REFINING COMPANY
Type or Print Above Name on Above Line

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

(Signature of Secured Party)
Warren J. Gelman, President
Diversified Metals Corporation
Type or Print Above Signature on Above Line

Handwritten initials 'KG'

BC-7440 (1)

278136

FINANCING STATEMENT

TO BE RECORDED AMONG  
THE FIN ST RECORDS OF  
ADAMS BRUNNEN County

515-340

RECEIVED  
MAY 17 1989  
CK

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

1. NAME AND ADDRESS OF DEBTOR: HI-TECH VENTURE LIMITED PARTNERSHIP  
c/o The Parkway Companies  
7223 Parkway Drive  
Hanover, Maryland 21076

2. NAME AND ADDRESS OF SECURED PARTY: Equitable Bank, National Association  
100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Real Estate Finance Department

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

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits,

20<sup>00</sup>

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

security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Philip Carroll and William E. Eyring, Jr., as Trustees, and the Secured Party.

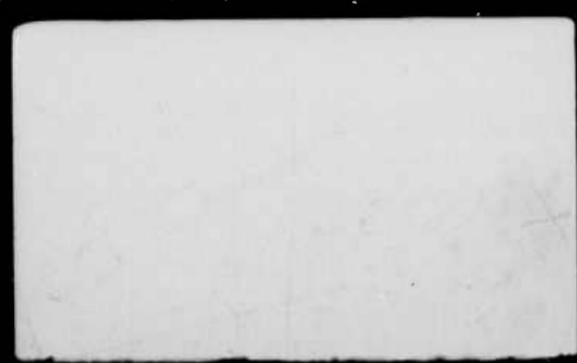
(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with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

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

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

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent



545-342

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

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

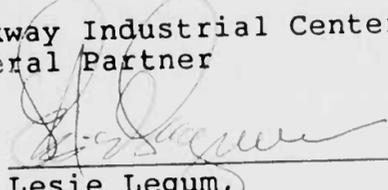
5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

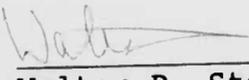
DEBTOR:

HI-TECH VENTURE LIMITED PARTNERSHIP

By: Parkway Industrial Center Limited Partnership,  
General Partner

By:  (SEAL)  
Leslie Legum,  
General Partner

By: Mears Corporation,  
General Partner

By:  (SEAL)  
Walter R. Stone  
Vice President

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

~~Diane Hewes~~  
~~Hogan & Hartson~~  
~~111 South Calvert Street~~  
~~Baltimore, Maryland 21202~~

SHC:082189:1818C

- 3 -

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

Property Description

Hi-Tech Venture Limited Partnership

545 ME 343

BEING KNOWN AND DESIGNATED as Parcel "0" depicted on that certain subdivision plat entitled, "Parkway Corporate Center Expansion," which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 119, folios 37 and 38.

Recordation Tax on Principal Amount of \$693,000.00 payable on a Deed of Trust recorded simultaneously herewith among the Land Records of Anne Arundel County

545-344

278137

<input checked="" type="checkbox"/> TO BE	) RECORDED	___ SUBJECT TO	)	RECORDING TAX
	) IN CHATTEL		)	ON PRINCIPAL
___ NOT TO BE	) RECORDS	<input checked="" type="checkbox"/> NOT SUBJECT TO	)	AMOUNT OF
				\$ 693,000.00

FINANCING STATEMENT

John A. Rohrbaugh  
Name or Names-Print or Type

85 Old Earleigh Heights Road, Severna Park, Maryland 21146  
Address-Street No., City-County State Zip Code

1. Debtor(s):

Karen L. Rohrbaugh  
Name or Names-Print or Type

85 Old Earleigh Heights Road, Severna Park, Maryland 21146  
Address-Street No., City-County State Zip Code

SOCIETY MORTGAGE CORPORATION  
Name or Names-Print or Type

2. Secured Party: 1290 Silas Deane Highway, Wethersfield, CT 06109  
Address-Street No., City-County State Zip Code

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

See Exhibit "B" attached hereto and made a part hereof.

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

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

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are \_\_\_ are not covered.

7. Products of collateral \_\_\_ are  are not covered.

DEBTOR(S):

John A. Rohrbaugh  
John A. Rohrbaugh

Karen L. Rohrbaugh  
Karen L. Rohrbaugh

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

Brent C. Shaffer, Esquire  
Semmes, Bowen & Semmes  
250 W. Pratt Street  
Baltimore, MD 21201

8202-1  
Financing Statement Form

1803

EXHIBIT B

All of Debtor's now owned or hereafter acquired tangible and intangible personal property located on the Property or used in the construction, maintenance or present or future operations of the Property or having any use in connection with Debtor's business or the Property, including without limitation (collectively "Collateral"):

(a) All fixtures, furnishings, furniture, machinery, tools, motor vehicles, insurance refunds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreation, window or structural cleaning rigs, maintenance, lawn care, exclusion of vermin or insects, removal of dust, refuse or garbage, feed bins, grain storage or processing equipment, and all other equipment of every kind including motor vehicles), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heater, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and baskets, screens, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and all office, maintenance and other supplies and all electric wiring, heating, plumbing, plumbing fixtures, heating fixtures and all other personal property now or hereafter used in the construction, maintenance, or operations of, or having any use in connection with, the Property; and

(b) All present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, negotiable instruments of any sort, conditional sales contracts, bailment leases, security agreements and other forms of obligations, documents or title, instruments, policies and certificates of insurance, subsidies, entitlements, allotments, production bases and participation rights in and proceeds from governmental farm programs together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing; and

(c) All increases, substitutions, replacements and additions to any of the foregoing; and

(d) All present and future leases and contracts for the rental or sale of the Property, the improvements thereon, or any part thereof, and all deposits thereunder, and all present and future accounts, instruments (promissory notes and mortgages), and chattel paper received by Debtor and arising in connection with the sale or lease or other transfer of the Property or any part thereof; and

(e) All present and future contracts or undertakings between Debtor (or Debtor's agent) and any architect, engineer, contractor, developer or any third person rendering services or materials to Debtor in connection with the acquisition, site development or sale of the Property; and

(f) All goods, trade fixtures, inventory, swine, poultry, cattle, horses and other livestock, and all crops, seed and farm products of any kind; and

(g) All proceeds, including insurance proceeds of the foregoing of every type, as all of the above are defined in the Maryland Uniform Commercial Code.

8202-1  
Exhibit.B

SCHEDULE "A" LEGAL DESCRIPTION

545 347

BEGINNING for the fourth at a nail now set in the southwest side of First Street at a distance of 599.50 feet from the intersection of the west side of Marley Road and the south side of First Street; thence running with and binding the southwest side of First Street North 66 degrees 14 minutes West 132.13 feet to a nail at the intersection of the southwest side of First Street and the southeast side of a 25-foot road, said point of intersection being also at the end of the second or North 66 degrees 14 minutes West 220 foot line of the land secondly described in a deed from Joseph Kurdle and wife to James R. Higdon and wife dated November 30, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 137, folio 314; and running thence and binding on the southeast side of said 25-foot road, as now surveyed, South 14 degrees 49 minutes West 448.78 feet to an iron bar; thence South 67 degrees 20 minutes East 276.15 feet to an iron bar now set at the end of the second or South 20 degrees 00 minutes West 438.96 foot line of deed in J.H.H. 327, folio 424; and thence binding reversely along said line North 20 degrees 00 minutes East 88.96 feet to a pipe; thence leaving said line and running North 66 degrees 14 minutes West 60 feet to a pipe, thence North 20 degrees 00 minutes East 100 feet to a pipe; thence North 66 degrees 14 minutes West 125 feet to a pipe; thence North 20 degrees 00 minutes East 250 feet to the place of beginning. Containing 1.785 acres, more or less.

BEING also known as Resubdivison of Point Pleasant Lots A-D, Tax Map 10, Block 3, Parcel 272, as shown on a Plat dated February 1988 and recorded among the Land Records of Anne Arundel County, Maryland on Plat 6334, Plat Book 121, page 10. The improvements thereon on being known as 1707 - 1719 Furnace Drive.

13.50  
TAX 224.00

161042

FINANCING STATEMENT

545-348

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 \$ 32,000.00  
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court Anne Arundel County

270133

5. Debtor(s) Name(s): FFJ, Inc. *FFJ Inc.*  
 Address(es): Unit 16  
Brooklyn Park Shopping Center  
5035 Governor Ritchie Highway  
Brooklyn Park, Maryland 21225

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION  
 Attention: Commercial Note Department  
 Julia Horne /RS  
 Address: 100 South Charles Street  
Baltimore, Maryland 21201

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 Brookland Park Associates Limited Partnership

Debtors: FFJ Inc.  
 By: X Frank F. Jones, Jr. (Seal)  
 Frank F. Jones, Jr., President

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
 \_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
 \_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

RECORD FEE 13.00  
 RECORD (Seal) 224.00  
 POSTAGE CK .50  
 545 R01 T14/5  
 08/30/95

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

13  
 224

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable  
Bank, N.A. and FFJ, Inc. *FFJ INC.*

\_\_\_\_\_

\_\_\_\_\_

Section 8, Real Property Description continued

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

EMISES NO. 1

ALL that certain tract of ground with the building and improvements thereon erected, situate in the 5th Election District in Anne Arundel County, Maryland, described according to survey and plat made by James D. Hicks, County Surveyor dated February 4, 1964 as follows to wit:

BEGINNING for the same at a P.K. spike here set at the intersection formed by the westerly right of way line of Governor Ritchie Highway and the northerly side of 11th Avenue 70 feet wide, thence from point of beginning so fixed and binding on and with the westerly side of Governor Ritchie Highway as shown on State Roads Commission Plat #1739 north 14 degrees 11 minutes 10 seconds east 613.65 feet to a P.K. spike here set at a point that marks the southeast intersection of Governor Ritchie Highway and Townsend Avenue 30 feet in width; thence leaving said Governor Ritchie Highway and binding on and with the southerly side of Townsend Avenue as shown on a plat of Brooklyn Heights as recorded among the Plat Records of Anne Arundel County in Plat Book 14, folio 45 South 73 degrees 25 minutes 50 seconds East 368.30 feet to a point here set, said last mentioned point is located 15 feet northwesterly from the existing concrete alley; thence leaving said side of Townsend Avenue and running parallel to and 15 feet westerly therefrom of said existing alley south 16 degrees 42 minutes 10 seconds west 466.78 feet to a P.K. spike, thence still binding on a line 15 feet from said existing alley south 55 degrees 30 minutes 30 seconds west 8.06 feet and north 74 degrees 24 minutes 50 seconds west 156.56 feet to a P.K. spike here set; thence binding on and with the westerly side of said alley and the projection thereof south 16 degrees 23 minutes 30 seconds west 140.0 feet to a P.K. spike here set in the northerly side of 11th Avenue, thence binding on and with the westerly side of 11th Avenue north 73 degrees 18 minutes 20 seconds west 296.52 feet to the point of beginning.

CONTAINING 4.85 acres of land, more or less.

EMISES NO. 2

ALL that certain tract of ground with the building and improvements thereon erected situate in the 5th Election District in Anne Arundel County, Maryland, described according to survey and plat made by James D. Hicks, County Surveyor, dated January 22, 1964 as follows, to wit:

BEGINNING for the same at an iron pipe here set on the easterly side of Governor Ritchie State Road at a point where said side of said State Road is intersected by the southerly side of 11th Avenue said point of beginning is also located being the end of the south 75 degrees 8 minutes 50 seconds west 29.01 feet line of that conveyance from Edward M. Pumphrey, et al, to the County Commissioners of Anne Arundel County by Deed dated November 24, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1372, folio 459, thence from point of beginning so fixed and binding on and with the southerly side of said 11th Avenue said conveyance to the County Commissioners of Anne Arundel as mentioned above, reversely as corrected for magnetic declination north 9 degrees 51 minutes 00 seconds east 29.10 feet to a point and south 73 degrees 17 minutes 50 seconds east 361.94 feet to an iron pipe here set; thence leaving said conveyance to the County Commissioners of Anne Arundel County and binding on and with the original outlines of parcel Nos. 1, 2 and 3, south 11 degrees 12 minutes 50 seconds east 26.80 feet to a concrete monument; thence south 14 degrees 11 minutes 10 seconds west 346.28 feet to an iron pipe here set; thence south 14 degrees 14 minutes 10 seconds west 296.8 feet to a concrete monument here set which marks the southeasternmost corner of parcel

3, thence north 75 degrees 26 minutes 50 seconds West 399.63 feet to a concrete monument here set on the easterly side of Governor Ritchie Highway, thence binding on and with the easterly side of said highway north 14 degrees 14 minutes 10 seconds east 311.80 feet to an iron pipe here set and north 14 degrees 11 minutes 10 seconds east 356.83 feet to the point of beginning.

CONTAINING 6.18 acres of land, more or less.

AHC

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
5TH FLOOR  
BALTIMORE, MARYLAND 21201



545 351

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.

Date of Filing \_\_\_\_\_

Maturity Date (if any) \_\_\_\_\_

Record Reference Liber 532, folio 169

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
Route 175 Associates	2066	Lord Baltimore Dr.	Balto.	Maryland

Name of Secured Party of Assignee	No.	Street	City	State
Maryland National Bank	10	Light Street	Baltimore	Maryland

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00  
POSTAGE .50  
RECORDED 0237 REC 7/14/07  
05/31/07  
J. F. CLARK  
A. DALE SCHNER  
AN CO. CIRCUIT COURT

Debtor (s) or Assignor (s)

\_\_\_\_\_  
\_\_\_\_\_

(Type or print name under signature)

MARYLAND NATIONAL BANK

*Constance Creamer* (SEAL)  
(Corporate, Trade or Firm Name)

By: Constance Creamer  
Assistant Vice President

Signature of Secured Party of Assignee  
Maryland National Bank

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

COMMONWEALTH LAND TITLE  
INSURANCE COMPANY  
15th Floor  
World Trade Center  
Baltimore, Maryland 21202

103

FINANCING STATEMENT

278139

TO BE RECORDED IN  
THE FINANCING STATEMENT  
RECORDS OF ANNE ARUNDEL COUNTY

RECEIVED  
OFFICE OF THE CLERK  
ANNE ARUNDEL COUNTY  
MAY 10 1982

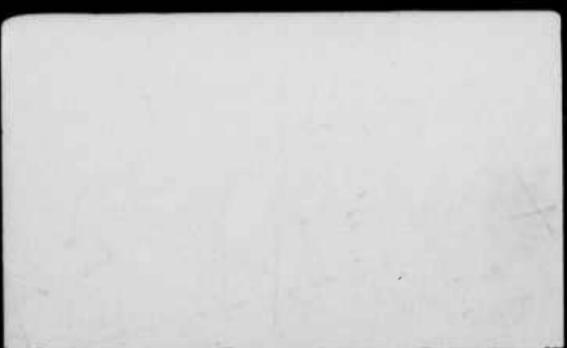
This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

- 1. Debtor: Address:  
 Windrush Farm Development Partnership c/o Gary W. Koch  
 900 Ritchie Highway, Suite 201  
 Severna Park, Maryland 21146
  
- 2. Secured Party: Address:  
 Provident Bank of Maryland 114 E. Lexington Street  
 Baltimore, Maryland 21202  
 Attn: Commercial Real Estate  
 Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

1800



(b) 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 and contracts of sale with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All of the Debtor's partnership assets and property, including all future capital contributions;

(d) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(e) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Alex J. Guggenheim and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland.

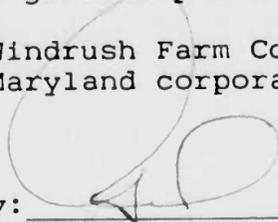
5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

WINDRUSH FARM DEVELOPMENT PARTNERSHIP,  
a Maryland general partnership

By: Windrush Farm Corporation, a  
Maryland corporation

By:  (SEAL)  
Gary W. Koch, President

Dated: AUGUST 30, 1989

Please return to:

Jeffrey P. McCormack, Esquire  
Semmes, Bowen & Semmes  
250 West Pratt Street  
Baltimore, Maryland 21201



00032:00840  
FINANCING STATEMENT



EXHIBIT APROPERTY DESCRIPTION

BEING all those lots of ground, streets, roads and widening strips shown on the Plats entitled "Windrush Farm", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 121, pages 38 and 39, at Plat Nos. 6362 and 6363; SAVING AND EXCEPTING THEREFROM, the 1.018 acre "Recreation Area", as shown on Plat 2 of 2, recorded in Plat Book 121, Page 39, at Plat No. 6363, intended to be conveyed to the Windrush Farm Homeowners Association, Inc.

273110

545 356

FINANCING STATEMENT

Not subject to recordation tax  
\$8,700.00

1. Name of Debtor(s): EPS Associates, Inc.  
Address: 136 West Street  
Annapolis, Maryland 21401

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  
POSTAGE .50  
4857180 1315 201 7/4/89  
CK 8/31/89

- 4. This Financing Statement covers the following types (or items) of property:  
Hewlett-Packard Vectra QS/16S Model 46 D1462A S/N 2925A03349, Laser Set IID  
Printer 33447A S/N 2830J65017, VGA Color Display D1182A S/N 8916J65017, and  
accessories.
- 5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block  
reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse  
side of this form.)  
The above-described goods are affixed or to be affixed to:

Debtor(s):

EPS Associates, Inc.

By: *R. Sevier, President*

Secured Party:

Annapolis Banking and Trust Company  
(Type Name of Dealership)

By: *William A. Busik*  
(Authorized Signature)

William A. Busik, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if com-  
pany, 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.)

270510

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

545 357

FINANCING STATEMENT

- 1. Name & Address of Debtor: DANIEL M. COLLINS  
MARYANN COLLINS  
3291 Greenash Road  
Davidsonville, Maryland 21035
- 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 3291 Greenash Road, Davidsonville, Maryland 21035, 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 3291 Greenash Road, Davidsonville, Maryland 21035, 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:

SEVERN SAVINGS BANK, FSB

Daniel M. Collins  
Daniel M. Collins

By: [Signature]

Maryann Collins  
Maryann Collins

12

FINANCING STATEMENT

278111

Record in: 545 358

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
William J. Wiggins, Jr.	P.O. Box 540	Arnold	Maryland 21012
Charles O. Duvall	P.O. Box 540	Arnold	Maryland 21012

2. Secured Party: First National Bank of Maryland  
 25 South Charles Street  
 Suite 1209  
 Baltimore, Maryland 21201  
 Attn: Marc A. Tohir

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 as applicable:

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

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

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

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

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

RECEIVED BY THE CLERK  
 AUG 31 1989  
 H. ERIC SCHAFER  
 CLERK

89 AUG 31 PM 4:33  
 H. ERIC SCHAFER  
 CLERK

1800

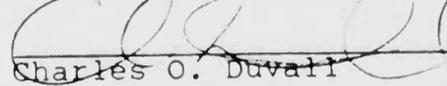
— (If collateral is goods which are or are to become fixtures)  
The above described goods are affixed or to be affixed to the  
Real Estate described below: See Attached Exhibit B

Title Owner of Real Estate: Debtors

- 4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to Robert C. Fowler, Esquire, Smith, Somerville & Case, 100 Light Street, Baltimore, Maryland 21202.

Debtor(s) or Assignor(s)

  
 \_\_\_\_\_  
 William J. Wiggins, Jr.

  
 \_\_\_\_\_  
 Charles O. Duvall

\_\_\_\_\_  
 \_\_\_\_\_

Type or Print Name and Title of Each Signature

EXHIBIT A

All building materials, building supplies, plans, permits, engineering drawings, equipment and related materials pertaining to the construction of a residence at the Property located in Anne Arundel County, Maryland, and described in Exhibit B.

BEING KNOWN AND DESIGNATED as Lot B, as shown on a Minor Subdivision Plat entitled "Windsor Property" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 4329, folio 113. Containing 2.36± acres.

BEGINNING for the same at a point along the West side of Broadneck Road, 30-feet wide, said point also being the Northern-most corner of Lot B as shown on the minor subdivision plat titled "Lot A and Lot B, Windsor Property" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 4329, Page 113; thence leaving said point of beginning and running with and binding along the West side of the aforesaid Broadneck Road,

- 1) Southeasterly 25.04 feet along the arc of a curve deflecting to the left, having a radius of 245.62 feet and a chord of South 24 degrees 59 minutes 34 seconds East 25.04 feet; thence leaving said road and running with and binding along the division line between Lot A and Lot B of the aforementioned Windsor Property plat,
- 2) South 62 degrees 04 minutes 01 second West 118.65 feet, and
- 3) South 37 degrees 26 minutes 46 seconds West 66.28 feet; thence leaving said division line and running through a part of Lot B for the outline of the proposed ingress and egress easement,
- 4) South 12 degrees 49 minutes 21 seconds West 28.56 feet,
- 5) South 03 degrees 00 minutes 32 seconds West 212.99 feet,
- 6) South 07 degrees 30 minutes 15 seconds East 236.07 feet, and
- 7) South 03 degrees 58 minutes 00 seconds West 243.81 feet to intersect the Southern boundary line of Lot B; thence running with and binding along a part of same,
- 8) North 86 degrees 02 minutes 00 seconds West 25.00 feet; thence with the Western outline of Lot B,
- 9) North 03 degrees 58 minutes 00 seconds East 241.30 feet,
- 10) North 07 degrees 30 minutes 15 seconds West 235.86 feet,
- 11) North 03 degrees 00 minutes 32 seconds East 217.44 feet,
- 12) North 12 degrees 49 minutes 21 seconds East 30.72 feet,
- 13) North 37 degrees 26 minutes 46 seconds East 87.11 feet, and
- 14) North 62 degrees 04 minutes 01 second East 119.93 feet to the point of beginning.

Being all of a proposed ingress and egress easement through a part of Lot B of the minor subdivision plat titled "Lot A and Lot B, Windsor Property" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 4329, Page 113.

Mail to Fib - Ann

**PARTIES**

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

ANGE BARBARA R.  
1669 SHANNON O' CIRCLE  
SEVERN MD 21144

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

YOUNG JAMES E.  
1669 SHANNON O' CIRCLE  
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): **515-362** Date, Time, Filing Office (stamped by filing officer): **270112** **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): **7**

Optional Special Identification (Max. 10 characters): **8**

**COLLATERAL**

Identify collateral by item and/or type:

1978 ZIMMER 14 X 65  
SERIAL # ZZF17111 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):

ANGE BARBARA R. *Barbara Ange*

YOUNG JAMES E. *James Young*

**RETURN RECEIPT TO:**

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER  
WOODBIDGE, VA 22192

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

278-113

500 045 363

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: Ornamental Iron Works, Inc.  
(Name or Names)  
145 8th Avenue, Glen Burnie, MD 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

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

3. ASSIGNEE (if any)  
of SECURED PARTY: EB Industrial Leasing Corp.  
(Name or Names)  
898 Airport Park Road, Glen Burnie, MD 21061  
(Address)

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

One - New Lincoln Model Ideal Arc 300-300 TIG Welder, S/N AC694925

RECEIVED  
FEB 22 1986  
CK

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

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

DEBTOR(S):  
Ornamental Iron Works, Inc.  
By: Elizabeth B. Givens President  
(Title)  
(Type or print name of person signing)

By: Elizabeth B. Givens President  
(Title)  
Elizabeth B. Givens, President  
(Type or print name of person signing)

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

Return To: SECURED PARTY

1150



545 364

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267643

RECORDED IN LIBER 512 FOLIO 294 ON 5/18/87 (DATE)

1. DEBTOR

Name Browns Maryland Motors t/a Browns Toyota City

Address 7167 Ritchie Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Century Credit Corporation

Address 901 Elkridge Landing Rd., Suite 200, Linthicum, Maryland 21090

N/A

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

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend name and address of secured party to: Security Pacific Auto Finance 2660 Townsgate Rd., Bldg. 400 Westlake Village, CA 91361</p>	

Dated 8/24/87

*[Signature]*  
(Signature of Secured Party)  
Lewis R. Glassman, Commercial Credit Manager  
Type or Print Above Name on Above Line

1500

545 365

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267570

RECORDED IN LIBER 512 FOLIO 147 ON 5/12/87 (DATE)

1. DEBTOR

Name HHS Associates Inc. t/a Browns Hyundai City  
Address 7167 North Ritchie Hwy., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Century Credit Corporation  
Address 901 Elkridge Landing Rd., Suite 200, Linthicum, Maryland 21090  
N/A

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

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend name and address of secured party to: Security Pacific Auto Finance 2660 Townsgate Rd., Bldg. 400 Westlake Village, CA 91361</p>	

Dated 8/24/87

[Signature]  
(Signature of Secured Party)  
Lewis R. Glassman, Commercial Credit Manager  
Type or Print Above Name on Above Line

1550

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272841

RECORDED IN LIBER 527 FOLIO 33-35 ON 5/17/88 (DATE)

1. DEBTOR

Name HHS Associates, Inc. t/a Brown's Hyundai City  
Address 7165 North Ritchie Hwy., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Century Credit Corporation  
Address 901 Elkridge Landing Rd., Suite 200, Linthicum, Maryland 21090

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

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend name and address of secured party to Security Pacific Auto Finance at 2660 Townsgate Road, Bldg. 400, Westlake Village, CA. 91361</p>	

Dated 7-25-89

*Ray E. Triggs*  
(Signature of Secured Party)

Ray E. Triggs/Vice President  
Type or Print Above Name on Above Line

155

545-367

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267376

RECORDED IN LIBER 511 FOLIO 573 ON 5/6/87 (DATE)

1. DEBTOR

Name H.H.S. Associates, Inc. t/a Brown's Hyundai City

Address 7167 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Century Credit Corporation

Address 901 Elkridge Landing Rd., Suite 200, Linthicum, Maryland 21090

N/A

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

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend name and address of secured party to Security Pacific Auto Finance at 2660 Townsgate Road, Bldg. 400, Westlake Village, CA. 91361</p>	

DJ

Dated 2-25-89

*Ray E. Triqgs*  
(Signature of Secured Party)

Ray E. Triqgs/Vice President  
Type or Print Above Name on Above Line

1052

A.A. (C) (CH)

545-368

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272840

RECORDED IN LIBER 527 FOLIO 30-32 ON 5/17/88 (DATE)

1. DEBTOR

Name WESH, Inc. t/a Brown's Honda City

Address 5810 Ritchie Highway, Baltimore, Maryland 21225

2. SECURED PARTY

Name Century Credit Corporation

Address 901 Elkridge Landing Rd, Suite 200, Linthicum, Maryland 21090

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

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend Name and Address of Secured Party to Security Pacific Auto Finance at 2660 Townsgate Road, Bldg. 400, Westlake Village, CA 91361</p>	

Dated 7-25-89

*Ray E. Triggs*  
(Signature of Secured Party)

Ray E. Triggs/Vice President  
Type or Print Above Name on Above Line

1552

AA Co

545 369

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267377

RECORDED IN LIBER 511 FOLIO 574 ON 5/6/87 (DATE)

1. DEBTOR

Name WESH Inc., T/A Honda City

Address 5804 Ritchie Highway, Baltimore, Maryland 21225

2. SECURED PARTY

Name Century Credit Corporation

Address 901 Elkridge Landing Rd., Suite 200, Linthicum, Maryland 21090

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

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend name and address of secured party to Security Pacific Auto Finance at 2660 Townsgate Road, Bldg. 400, Westlake Village, CA. 91361</p>	

DJ

Dated 7-25-87

Ray E. Triggs  
(Signature of Secured Party)

Ray E. Triggs/Vice President  
Type or Print Above Name on Above Line

15.2

545 370

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272839  
 RECORDED IN LIBER 527 FOLIO 27-29 ON 5/17/88 (DATE)

1. DEBTOR

Name Brown's Maryland Motors, Inc. t/a Brown's Toyota City  
 Address 7167 North Ritchie Hwy., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Century Credit Corporation  
 Address 901 Elkridge Landing Rd, Suite 200, Linthicum, Maryland 21090  
N/A  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/>          (Indicate whether amendment, termination, etc.)</p>
<p>Amend name and address of secured party to Security Pacific Auto Finance at 2660 Townsgate Road, Bldg. 400, Westlake Village, CA 91361</p>	

DJ

Dated 7-25-89

Ray E. Triggs  
 (Signature of Secured Party)

Ray E. Triggs/Vice President  
 Type or Print Above Name on Above Line

1050

COUNTY

545 371

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267375  
RECORDED IN LIBER 511 FOLIO 572 ON 5/6/87 (DATE)

1. DEBTOR

Name Brown's Maryland Motors, Inc. t/a Brown's Toyota City  
Address 7167 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Century Credit Corporation  
Address 901 Elkridge Landing Rd. Suite 200, Linthicum, Maryland 21090  
N/A  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend name and address of secured party to Security Pacific Auto Finance at 2660 Townsgate Road, Bldg. 400, Westlake Village, CA 91361.</p>	

Dated 7-25-87

Ray E. Triggs  
(Signature of Secured Party)

Ray E. Triggs/Vice President  
Type or Print Above Name on Above Line

152



**FINANCING STATEMENT**

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$25,000.00

1. Name of Debtor(s): NB Engineering, Inc.  
Address: 2124 Priest Bridge Dr., Suite 15  
Crofton, MD 21114

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

278115 545 373

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

CK

- 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.

NB Engineering, Inc.

Debtor(s):  
By: Ralph S. LaBarge  
Ralph S. LaBarge, 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)

175 50

545 374

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482

Page No. 461

Identification No. 255631

Dated February 22, 1985

1. Debtor(s) { Mary armstrong and Alton Armstrong  
Name or Names—Print or Type  
7948 Trafalgar Court Severn, MD 21144  
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:

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

Dated: August 24, 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)

7/14  
135

545-375

270116

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) Lilly Brothers yacht yard Inc. 2830 Solomons Island Rd Edgewater, MD 21037 "Plus any and all other locations"	2 Secured Party(ies) and Address(es) <b>ITT Commercial Finance Corp.</b> 110 Boggs Lane Suite 380 Cincinnati, Ohio 45246	3 For Filing Officer (Date, Time, Number, and Filing Office)  CK
--	---	---

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

All inventory, equipment, fixtures, accounts, contract rights, chattel paper, instruments, documents of title, deposit accounts and general intangibles, whether now owned or hereafter acquired and all attachments, accessories, accessions, substitutions and replacements thereto and all proceeds thereof.

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

"Not subject to Recordation Tax"

Check  if covered:  Products of Collateral are also covered

Filed with Anne Arundel Co. No. of additional sheets presented: \_\_\_\_\_

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

Lilly Brothers Yacht Yard, Inc. ITT Commercial Finance Corp.

By: *Arthur Sell* By: *Charles H. Ryan*

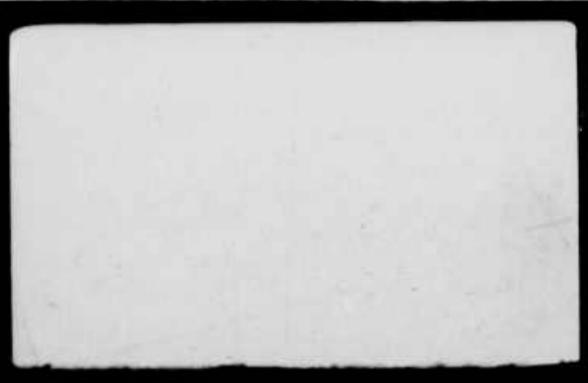
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

FILING OFFICER COPY—ALPHABETICAL

STANDARD FORM — UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is approved by the Secretary of State

Revised, Eff. 1/1/79



ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

278117

DATE: August 16, 1989

(X) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_  
Taxable Amount of Debt \$ \_\_\_\_\_

NAME OF DEBTOR (S):

ADDRESS: American Cleaning Services, Inc.  
1060 Cape St. Claire Rd.  
Annapolis, MD 21401

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

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

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

- 3 -ADV Whirlamatic 2500 W/Batt & Chgr  
Serial #36435/333834/333861
- 2 -ADV 32B Conv.W/Batt & Chgr  
Serial #304909/304899
- 3 -ADV 32B Conv.WBatt & Chgr  
serial #330295/330287/330296
- 2 -NSS BP3000 Charger W/Batt & Chgr  
G-20618/G-20617
- 1 -Maverick 300 Variable 20"  
Serial #21608
- 1 -Compaq Deskpro 286E Model 20  
Serial #4916HZ2H0392  
Monitor 61166039

CK

DEBTOR(S):  
American Cleaning Services, Inc.  
(Company Name)

BY: Leroy Wade  
President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Robert E. Mann  
(Authorized Signature)

Robert E. Mann/ Vice President  
(Type Name and Title)

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

115

545-377 275113  
FINANCING STATEMENT

1.  To Be Recorded in the Financing Statement 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.  Recordation Tax has been paid on the principal amount of Four Hundred Sixty-Three Thousand Dollars (\$463,000.00) 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)  
Lawrence B. Matthews 40 Greenwood Shoals  
Kimberly D. Matthews Grasonville, Maryland 21638

6. Secured Party Address  
First National Bank of 18 West Street  
Maryland 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(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 \_\_\_\_, 1989 from Debtor(s) to Donald C. Bittner and Norman S. Hovermail, 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 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.

Return to:  
LAWYERS TITLE INSURANCE CO.  
114 E. LEXINGTON ST., 3rd FLR.  
BALTIMORE, MD 21202  
301 - 539 - 3212  
84-0737

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

1400

DEBTOR(S):

SECURED PARTY:

Kimberly D. Matthews (SEAL)  
KIMBERLY D. MATTHEWS

FIRST NATIONAL BANK OF MARYLAND

Lawrence B. Matthews (SEAL)  
LAWRENCE B. MATTHEWS

Nicholas P. Lambrow (SEAL)  
NICHOLAS P. LAMBROW  
Vice President

Mr. Clerk: Please return to:

William H. Buck  
P.O. Box 1911  
Annapolis, Maryland 21404

EXHIBIT "A"

ALL that lot of ground situate in the Sixth Election District, Anne Arundel County, Maryland, and being described as follows:

BEGINNING for the same at an iron pipe here found that marks the intersection formed by the westernmost outline in that conveyance from Henry J. Tarantino, Trustee to William Taylor, Dora Sisko and Flora B. Andrews, by deed dated March 1, 1972, and recorded among the Land Records of Anne Arundel County in Liber M.S. H. 2472, folio 167, and the northernmost right of way line of Maryland Route #450, West Street as shown on State Roads Commission Plats #19830 and #19831. Thence from the point of beginning so fixed and leaving the northernmost right of way line of Maryland Route #450, West Street, and binding on the westernmost outline of the above mentioned conveyance to William Taylor, et al, as now surveyed and corrected to Annapolis City Grid North, 1) North 23° 59' 23" East 134.71 ft. to an iron pipe here found on the southernmost right of way line of the Washington, Baltimore and Annapolis Railroad right of way, thence binding on the southernmost right of way and still binding on the outline of said conveyance to William Taylor, et al 2) South 81° 34' 47" East 60.59 ft. to an iron pipe here found, thence leaving the southernmost right of way of the Washington, Baltimore and Annapolis Railroad right of way and still binding on the outline of said conveyance to William Taylor, et al 3) South 22° 54' 13" West 152.06 ft. to an iron pipe here found on the northernmost right of way line of Maryland Route #450, West Street as shown on the above mentioned State Road Commission Plats, thence binding on the northernmost right of way line of Maryland Route #450, West Street, 4) North 65° 01' 04" West 61.25 ft to the point of beginning. Containing 8,584 square feet of land more or less within the bounds of this description.

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



24141

545-380

MARYLAND NATIONAL BANK

270119

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County and  
Maryland State Department of Assessments & Taxation
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 300,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Ebersberger Enterprises Address(es) 542  
570 Ritchie Highway  
Severna Park, Maryland 21146

RECORDING FEE 14.00  
POSTAGE .50  
RECORDING DIVISION 115120  
02/01/89  
CK  
BY ERIC SCHAFER

6 Secured Party Address: Real Estate and Mortgage Division  
MARYLAND NATIONAL BANK XXXXXXXXXX P.O. Box 871  
Attention: Dennis R. Glasgow XXXXXXXXXX Annapolis, Md. 21404  
XXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
Severna Park, Maryland 21146

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 29, 19 89 from Debtor(s) to Constance M. Creamer and Margaret D. Kimmil, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

Ebersberger Enterprises

Debtor(s):  
Adolph Ebersberger (SEAL)  
Arthur D. Ebersberger (SEAL)

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

George H. Ebersberger, Jr.  
Mortgage Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

14

## EXHIBIT A

BEGINNING for the same at a point in the South 57 degree 42 minute West 198.97 foot line of the parcel of ground secondly described in the conveyance from Arthur W. Giddings and Lydia E. Giddings, his wife, to Emanuel S. Kalus and Morton E. Kalus by deed dated October 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1514, folio 177, said point being South 57 degrees 42 minutes West 133.46 feet from the easternmost corner of the above mentioned conveyance to Kalus; thence running from said point beginning so fixed and through a conveyance from Alma L. Bourke to Arthur W. Giddings and Lydia E. Giddings, his wife, by deed dated May 14, 1957, and recorded among the said Land Records in Liber GTC 1120, folio 307, South 32 degrees 18 minutes East 150.00 feet to a point; thence at right angles, South 57 degrees 42 minutes West 103.00 feet to a point; thence North 32 degrees 18 minutes West 150.00 feet to a point in the South 57 degrees 42 minutes 393.34 foot line of the parcel of ground firstly described in the above mentioned conveyance from Giddings to Kalus; thence with part of said line in the conveyance from Giddings to Kalus, and with part of the southwest line of parcel of ground secondly described in the said conveyance from Giddings to Kalus, North 57 degrees 42 minutes East 103.00 feet to the place of beginning. Containing 0.354 of an acre, more or less.

TOGETHER with, and subject to, the use in common with others having the like use in common thereof, of a right-of-way twenty-five feet wide throughout for all purposes of ingress to, egress from, and access to and from the parcel of ground hereinabove described to and from said parcel and the Governor Ritchie Highway by foot and all manner of motor vehicles, the center line of which said right-of-way and easement is more fully described as follows, to wit:

BEGINNING for the same at a point on the southwest side of the Governor Ritchie Highway, said point being South 27 degrees 21 minutes East 80.56 feet from the easternmost corner of the parcel of ground secondly described in the conveyance from Arthur W. Giddings and Lydia E. Giddings, his wife, to Emanuel S. Kalus and Morton E. Kalus by deed dated October 9, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1514 folio 177; said point being also North 27 degrees 21 minutes West 395.59 feet from the end of the South 27 degrees 21 minutes East 661.84 foot line of the conveyance from Alma L. Bourke, single, to Arthur W. Giddings and wife by deed dated May 14, 1957 and recorded among the said Land Records in Liber GTC 1120, folio 307.

THENCE leaving said right-of-way line of the Governor Ritchie Highway and running through the aforesaid tract of ground conveyed from Bourke to Giddings, and with the centerline of the herein described right-of-way, twenty five feet wide, the two (2) following courses and distances, i.e. South 32 degrees 50 minutes 50 seconds West 75.51 feet to a point and South 57 degrees 42 minutes West 58.0 feet to a point which marks the end of the said right-of-way; said point being in the South 32 degree 18 minute East 150.00 foot line of the 0.354 acre, more or less, parcel hereinbefore described.

TOGETHER with a perpetual easement described as follows: Agreement of Easement dated May 4, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber EAC 3588, folio 606, by and between George Ebersberger, Arthur Ebersberger and Adolph Ebersberger, trading as Ebersberger Enterprises, a Maryland Partnership, party of the first part, Frederick E. Chippendale, Trustee for Equitable Bank, party of the second part and Arnold E. Zaks and Maryanne Zaks, his wife, parties of the third part.

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 August 30, 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, Bldg. 700, 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)

Purchase Money Security Interest in inventory from time to time of used automobiles, The Titles of which are held by BNB, hereinafter added to and all substitutions and replacements of said specific items of inventory.

RECORDING FEE 13.00  
MORTGAGE .50  
CK (545) 2345 801 714732  
09/01/89

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)

THACKER OLDSMOBILE-CADILLAC, INC.

(Signature of Debtor)

Joseph A. Thacker, President  
Type or Print Above Name on Above Line

*Joseph A. Thacker*  
(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

278451

DATE 5 28 9:32  
PAGES 2  
DEBTORS /  
REC. TAX 56.10

0001-501202  
1253632

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RECORD FEE 11.00  
POSTAGE TO  
RECORDED COPY AND TAXES  
15-15-89  
CK H. EWE SCHEP  
AA CL. COURT COURT

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at Anne Arundel
- 2.  To Be Recorded among the Financing Records at State Department of Assessments and Taxation
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 121,000. 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 the Maryland State Department of Assessments and Taxation

5. Debtor(s) Name(s): Edgewater Video, Inc. Address(es): 3202 Solomons Island Road  
Edgewater, Maryland 21037

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax ID No \_\_\_\_\_  
6. Secured Party: Maryland National Bank Address: Department Annapolis Collateral Unit  
P.O. Box 871 Mailstop 500270  
Attention: Lisa Edwards 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 W. J. MACQUILLIUM & ASSOCIATES (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):

Other - Leasehold Improvements located at 3202 Solomons Island Road, Edgewater, Maryland 21037. All Leasehold improvements both now owned and hereafter acquired, and all cash and non-cash proceeds and products thereof.

Debtor: Edgewater Video, Inc.

Secured Party: Maryland National Bank

By: Francis H. Chaney II - President (Seal)  
Type name and title, if any

By: Robert G. Jones - Vice President (Seal)  
Type name and title

By: E. Stewart Chaney - Sec/Treas (Seal)  
Type name and title, if any

MARYLAND NATIONAL BANK

207-95 REV. 7/88  
By: Dale P. Clark (Seal)  
Dale P. Clark - Controller

RECORDED ON MAY 02, 1989 AT 09:32 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 91228228 RECEIPT # 210B2030126  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 11.00  
RECORDATION TAX 56.10  
\* THIS SERVES AS YOUR RECEIPT \*

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

3130 0998

CERTIFICATION FOR ALLOCATION OF MARYLAND RECORDATION TAX

TO: State Department of Assessments and Taxation

DATE: 4/11/89

RE: Edgewater Video Inc

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, 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 exempt Collateral \$ 135,000.00
- 2. Value of non-exempt Collateral \$ 22,000.00
- 3. Value of Total Collateral \$ 157,000.00

4. Computation of Amount of Debt Exempt from Recordation Tax:

$\frac{\text{VALUE OF EXEMPT COLLATERAL}}{\text{VALUE OF TOTAL COLLATERAL}}$	X	$\frac{\text{Total Amount of Debt Secured}}{\text{Total Amount of Debt Secured}}$	=	$\frac{\text{Amount of Debt Exempt from Tax}}{\text{Amount of Debt Exempt from Tax}}$
$\frac{\$ 135,000.00}{157,000.00}$		$x \$ 121,000.00$		$= \$ 104,044.59$

5. Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
\$ <u>121,000.00</u>		- \$ <u>104,044.59</u>		= \$ <u>16,955.41</u>

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	x	Tax Rate Per \$1,000	=	Recordation Tax Due
\$ <u>16,955.41</u>		x \$ <u>3.30</u>		= \$ <u>56.10</u>

\*Figure is rounded up to nearest \$500 which is \$17,000.00

Edgewater Video Inc.

By: Francis H. Chaney II (SEAL) President

By: E. Stewart Chaney (SEAL) Sec/Treas

By: Dale P. Clark (SEAL) Controller

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

3170 10890

545 385

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

1. Debtor(s) (Last Name First) and address(es)  The Sales Support Co., Inc. 8901 Herrmann Drive Columbia, MD 21045	2. Secured Party(ies) and address(es)  The Riggs National Bank of Washington, DC 800 17th Street, N.W. Washington, DC 20006	3. Maturity date (if any):  For Filing Officer (Date, Time and Filing Office)
--	--	---

RECORD FEE 10.00  
 POSTAGE .50  
 #447180 CRT 203 T10:22  
 09/05/89

4. This statement refers to original Financing Statement bearing File No. 269379 #002250  
 Filed with Anne Arundel County Date Filed August 31, 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:

The Riggs National Bank of Washington, DC

By: \_\_\_\_\_  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 (1) Filing Officer Copy - Alphabetical

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

STANDARD FORM - FORM UCC-3  
 10.50

545 PAGE 386

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

Number of additional sheets presented  
For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and Address(es)  
**FORT WAYNE POOLS OF BALTIMORE, INC.**  
7255 Standard Drive  
Hanover, MD 21076

Secured Party(ies) and Address(es)  
**LINCOLN NATIONAL BANK & TRUST CO.**  
OF FORT WAYNE  
116 EAST BERRY STREET  
P.O. BOX 960  
FORT WAYNE, INDIANA 46801  
Commercial Loan -- KEM/jag

DJ

RECORD FEE 10.00  
POSTAGE .50  
#447210 1777 R03 T10:24  
09/15/89  
H. EARLE SCHAFER  
AA CO. CIRCUIT COURT

Cty-Anne Arundel, MD 276284 Dated 2/7 19 89  
This statement refers to original Financing Statement No. \_\_\_\_\_

- A  CONTINUATION The original financing statement bearing the file number shown above is continued and is still effective.
- B  PARTIAL RELEASE From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C  ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below. (May refer to original financing statement.)
- D  TERMINATION The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E  AMENDMENT The financing statement bearing the above file number is amended as indicated below.

Name and Address of Assignee of Secured Party

This partial release, amendment or assignment covers the following:

The Debtor's address is: 7251-A National Drive  
Hanover, MD 21076

Fort Wayne Pools of Baltimore, Inc.

Lincoln National Bank and Trust Company

By Robin Bartsch, Secretary

By Kurt E. Mattox, Vice President

Debtor need not sign, even in the case of an amendment pursuant to a security agreement authorizing the Secured Party to sign instead of Debtor

Approved by Secretary of State

(1) Filing Officer Copy - Alphabetical

1050

FORM UCC-3-INDIANA UNIFORM COMMERCIAL CODE

10.50  
545 387

PRINT OR TYPE ALL INFORMATION

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

Anne Arundel County Maryland  
*Clerk of the Circuit Ct*  
*PO Box 71 ANNAPOLIS MD 21404*  
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. # 261420 4/21/1986  
Book 497 Page 152

Index numbers of subsequent statements (For office use only)

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

The Wexford Construction Corp.  
P.O. Box 29  
90 Governor Ritchie Hwy.  
Pasadena, Maryland 21122

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

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

Name & address of Secured Party

JCB Flexilease Inc.  
10 Signal Road  
Stamford, Ct. 06902

Name & address of Assignee

RECORD FEE 10.00  
POSTAGE .50  
J.F. CLERK  
#44290 5777 HQ3 110434  
05/09/89  
E. SCHAFER  
AN APPOINTMENT SECRET

Date of maturity if less than five years

Check if proceeds of collateral are covered. ( )

Description of collateral covered by original financing statement

One (1) Model Number: 1400B, W/Cab, 4WD, 24" H. D. Bucket  
Serial Number: 318218/7

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

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

10/30

JCB Flexilease Inc.  
Signature of Secured Party if applicable (Date)

*[Handwritten Signature]*



# JCB Finance Inc. Installment Sales Contract

545 388

(For Time Sale of Equipment Used in Business)

Contract No. HCG006

BUYER

The Wexford Construction Corp.  
Customer Company Name  
P. O. Box 29, 90 Governor Ritchie Hwy.  
Street Address  
Pasadena, MD 21122  
City State/Prov. Zip

SELLER

Hugh C. Gardiner, Inc.  
Dealer Name  
P. O. Box 127  
Street Address  
Faulkner, MD 20632  
City State/Prov. Zip

The above-named Seller hereby sells and the above-named Buyer buys, on the terms and conditions hereinafter set forth, the following Equipment:

Model Number 1400B  Canopy  CM  2WD  Extending Dipper  
Serial Number 31821817  Cab  SS  4WD  
Other Major Options 24" H. D. Bucket

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS MAY BE EXPRESSLY STATED IN PARAGRAPH 7.

1. Total Cash Price of Equipment, Including attachments, freight, prep, delivery, and taxes (if applicable)		\$ 38,200.00
2. Trade-In Allowance(s), if applicable	(a) \$ -0-	
Less Pay-Off Amount	(b) \$ -0-	
Net Trade-In Allowance(s) (a) - (b)		\$ -0-
3. Other Down Payments		\$ 6,110.00
4. Other Costs (specify) <u>5% Sales Tax + \$600.00 FRP</u>		\$ 2,510.00
5. Unpaid Principal Balance (1 + 4) - (2 + 3)		\$ 34,600.00
6. Finance (Time Sale) Charge (Time Price Differential)		\$ 5,284.04
7. Time Balance (5 + 6)		\$ 39,884.04
Payable in <u>36</u> monthly installments of \$ <u>1,107.89</u> each		
installment of \$ _____, beginning <u>JULY 10</u>		
and on the same date of each month thereafter until paid.		
8. Time Sale Price (2 + 3 + 7)		\$ 45,994.04
9. Other Charges to be Billed on Delivery:		
a. Title and Registration	\$ 10.00	
b. Filing Fee	\$	
c. Other	\$	
Total		\$ 46,004.04

Buyer has been quoted both the above Time Sale Price and the above Cash Price, and has elected to buy the above-described equipment at the Time Sale Price, the balance of \_\_\_\_\_ after deducting Buyer's total down payment, is shown above as the Time Balance. Buyer agrees to pay to Seller the above Time Balance in installments as set forth above and shall pay the Total Other Charges when billed. Buyer also agrees to pay a late charge of \_\_\_\_\_ per month of such installment or the highest amount permitted by applicable law, whichever is less. All payments hereunder shall be payable at Seller's office designated above or at such other place as may be designated by Seller. Buyer agrees that Seller is not such party's agent for any purpose.

### 1. SECURITY INTEREST

To secure the payment and performance of Buyer's obligations hereunder, Seller reserves a security interest in the above-described equipment and all accessories, parts and attachments now or hereafter affixed thereto or used in connection therewith (hereinafter collectively called the "Equipment"); the security interest, and, if not prohibited by applicable law, title to the equipment, shall remain in Seller until Buyer's obligations hereunder are fully paid and performed, and Seller may assign this Agreement or renew or extend (for any period, whether or not longer than the original period) the time(s) for payment and performance hereunder without title passing to Buyer or the security interest being released.

### 2. USE OF EQUIPMENT

RISK OF LOSS. Until Default (as defined herein) Buyer may have possession of the Equipment and use the same in any lawful manner not inconsistent with this Agreement or with any policy of insurance on any of the Equipment. Risk of loss, injury to, or destruction of the Equipment shall be at all times in the Buyer and the Buyer's obligations to pay the purchase price thereof shall in no way be impaired by such loss, injury or destruction.

(CONTINUED ON REVERSE SIDE)

THIS AGREEMENT INCLUDES THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE.

X Executed on 4/10/86, 19 86. X Accepted on 4/10, 19 86.  
The Wexford Construction Corp. \_\_\_\_\_

545 389

278152

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 Romela Cooper

Address 5910 Sun Run Parkway

2. SECURED PARTY

Name Kayak Pools

Address 406 N. Crown Hwy

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

32x16 Kayak Inland Swimming Pool

RECORD FEE 12.00  
POSTAGE .30  
SEARCHED CITY OF MOBILE 07/05/87  
GK  
COURT CLERK

CHECK  THE LINES WHICH APPLY

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

Romela D. Cooper  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Margaret Kaiser  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Name on Above Line

1150

545 390

STATE OF MARYLAND

270 153

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 Gaug, Paul A. T/A Gaug's Excavating & Demolition

Address 1478A St. Stephens Church Road Crownsville, MD 21032

2. SECURED PARTY

Name Beal GMC Truck, Inc.

Address 7667 Pulaski Highway Baltimore, MD 21237

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.

RECORD FEE 14.00  
POSTAGE .50  
545 330 0777 HQ3 7/28/87  
08/05/89  
H. ERLE SCHAFER  
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)

Paul A. Gaug T/A Gaug's Excavating & Demolition

Paul A. Gaug owner  
(Signature of Debtor)

PAUL A GAUG owner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Beal GMC Truck, Inc.

Harvey M. Beal Jr. V. Pres  
(Signature of Secured Party)

Harvey M. Beal Jr. V. Pres  
Type or Print Above Signature on Above Line

14.50

545 391

CONDITIONAL SALE CONTRACT NOTE

Paul A. Gaug T/A

TO: Beal GMC Truck, Inc.

FROM: Gaug's Excavating & Demolition

7667 Pulaski Highway Baltimore, MD 21237

1478A St. Stephens Church Road Crownsville, MD 21032

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

Table with 2 columns: Description of property purchased and financial terms. (1) TIME SALES PRICE \$ 115,550.52; (2) Less DOWN PAYMENT in Cash \$ 7,879.52; (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 107,671.00.

\*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:

1478 A St. Stephens Church Road Crownsville Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seven thousand six hundred seventy one and 00/100\*\*\*\* Dollars (\$ 107,671.00 ) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th 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.

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 24, 19 89

BUYER(S)-MAKER(S):

Accepted: Beal GMC Truck, Inc. (Print Name of Seller Here)

Paul A. Gaug T/A (SEAL) Gaug's Excavating & Demolition (Print Name of Buyer-Maker Here)

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

By: Paul A. Gaug owner (SEAL) (Print Name of Co-Buyer-Maker Here)

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

By: (Print Name of Co-Buyer-Maker Here)

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.

(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 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 herein 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: August 24, 19 89

Beal GMC Truck, Inc. (SEAL)  
 (Corporate, Partnership or Trade Name or Individual Signature)  
 By: *Harvey M. Beal*  
 (Signature, Title of Officer, "Partner" or "Proprietor")

Signature of Seller

(Witness)

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 8/8/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6703

Name Reusch Travel, Inc.

Address 2303-M Forest Drive, Annapolis, MD. 21401

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Highway, Suite 106, 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

See Schedule 1 attached hereto and made a part hereof.

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)

Tammy L. Reusch President  
(Signature of Debtor)

TAMMY L. REUSCH PRESIDENT  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Ellen T. Collins, Corp. Secty  
(Signature of Secured Party)

Ellen T. Collins, Corp. Secty  
Type or Print Above Signature on Above Line

1150

DIVERSIFIED LEASING, INC.  
133 Defense Highway, Suite 207  
Annapolis, MD 21401

545 334

6703  
SCHEDULE 1  
DESCRIPTION OF EQUIPMENT COLLATERAL

The following description of Collateral supplements, and is part of, the Master Equipment Lease Agreement ("Master Lease") dated July 20, 19 89 between the undersigned ("Lessee") and Diversified Leasing, Inc. ("Lessor"):

(Describe Collateral fully, including year, make, model kind of unit, serial and motor numbers and any other pertinent information.)

Four (4) Card File 21/4x4 Smoke Covered	Two (2) Support Bracket 735577340
One (1) Rack Note 6-COMPL BE 1603-0	One (1) Microwave Samsung 6 MW4530W
Three (3) Tray Side Stack LR 1560-1	Two (2) All Purpose Shelf 12x6 1067/1060
One (1) Wastebasket Brass 6077-1	
One (1) Tray LGL Brass 6079-1	
One (1) Pen Set Brass 6078-1	
One (1) Holder Memo Brass 6073-1	
One (1) Dispenser/Paper Clip Brass	
One (1) Holder Calendar Brass 6074-1	
One (1) Gifts	
One (1) Credenza Dark Oak #BLTRA2072CRDO	
Six (6) Arm Chair Blue #CAN 952BL	
Three (3) Operator Chair Navy #CAN 1404NA	
Two (2) Lateral File 4 Tier 30" Putty #VAN 304P	
Three (3) 30x60 Desk Grey HT PES-202 GRY	
One (1) 60x30 Desk Black HT SPE-502 BLK	
One (1) 48" 3 Shelf Bookcase GRY AC SBC 48 GRY	
One (1) Gemini HB Grey 5728 CH x881680 77 FLAN	
Two (2) Gemini Side Grey 5728 Ch x887151	
One (1) 72x20 Credenza Black HT SPE-511 BLK	
One (1) Credenza Hutch Black HT CH518 BLK	
One (1) Murata Model #F-30 Fax Machine	
Four (4) Floor Mats #446900064	
One (1) Orion Computer Table #677023058	
One (1) 48" Laminate Walnut Conference Table	
One (1) REF HP 3.8CUFT Counterhigh SSD4	

and all other equipment now owned or hereafter acquired and wherever located and all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof.

All of the terms and provisions of the Master Lease are hereby incorporated in, and made a part of, this Schedule to the same extent as if fully set forth herein. Any terms used herein which are defined in the Master Lease shall have the same meanings as are provided therefor in the Master Lease.

Date: August 8, 1989

Reusch Travel, Inc.

Lessee

By: J. Jimmy L. Reusch PRESIDENT

STATE OF MARYLAND

278455

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 6706

Name General Elevator Company, Incorporated

Address 601 Nursery Rd. Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy. Ste 106 Annapolis, MD 21401

RECORD FEE \$1.10  
POSTAGE .50  
SEARCH FEE \$1.00  
TOTAL \$2.60

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Name and address of Assignee

See Exhibit A attached hereto and made a part hereof.

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)

[Signature] 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

[Signature]  
(Signature of Secured Party)

(Treasurer) Thomas E. Myers  
Type or Print Above Signature on Above Line

17.50

a.a. 0



STATE OF MARYLAND

545 397

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253943

RECORDED IN LIBER 82 FOLIO 478 ON 9/25/84 (DATE)

1. DEBTOR

Cox, William A. and  
Name Trapp, Jr., Elwood Grover T/A C&T Enterprises  
Address 627 Hammonds Ferry Road Linthicum, MD. 21090

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. f/k/a Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD. 21061

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>POSTAGE #447370 J.F. CLARK H. FRANK BOWMAN AS DEPT. CLERK COURT</p>	

First Interstate Credit Alliance, Inc. f/k/a  
Credit Alliance Corporation

185 Dated August 30, 1989

Patrick White  
(Signature of Secured Party)

Patrick White, Ass't Vice President  
Type or Print Above Name on Above Line

545 A A Co.  
RE-398

AMENDMENT OF FINANCING STATEMENT

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

1. DEBTOR and Address (Last Name First) L & S Diesel Service, Inc. 400 Arundel Corporation Road Glen Burnie, Maryland 21061	2. SECURED PARTY and Address Signet Bank/Maryland 7 St. Paul Street Baltimore, Maryland 21202
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO:  SIGNET BANK/MARYLAND 7 ST. PAUL STREET BALTIMORE, MD 21202 ATTN: Gloria Bolton

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 263477 Date 7/31/ 1986

Record Reference liber 502 folio 117

6. Item No. \_\_\_\_\_ of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

Amount of debt has been increased from \$250,000 to \$350,000. The line of credit is secured by Accounts Receivable and Inventory and therefore the increase is not subject to recordation taxes.



RECORD FEE 20.00  
 POSTAGE .50  
 BALTIMORE CIVIL COURT 1003 TOWNES  
 07/28/89  
 H. DALE SCHAFER  
 BALTIMORE CIVIL COURT

Dated this 28 day of August, 19 89

DEBTOR: \_\_\_\_\_ SECURED PARTY: \_\_\_\_\_

L & S Diesel Service, Inc. Signet Bank/Maryland

By: John Litsinger, Pres. (Title)

By: Ross L. Brown, A.V.P. (Title)

UCC-5

RECEIVED

AUG 29 1989

1050

545 399

RECORD FEE 12.00  
RECORD FEE 3.00  
POSTAGE 1.00  
SEARCHED INDEXED SERIALIZED  
APR 11 1989  
H. ERLE SCHAFFER  
AA CO. CIRCUIT COURT

Filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor <b>RONALD L HANKS</b> <b>DEBORAH A HANKS</b> <b>5111 VASENA AVE</b> <b>BALT, MD, 21225</b>	2. Secured Party(ies) and address(es) <b>ENVIRONMENTAL WATER CONTROL I</b> <b>511 C EASTERN BLVD</b> <b>ESSEX, MD, 21221</b>	RECORD FEE 12.00 #332000 C777 R03 T11:45 04/11/89 H. ERLE SCHAFFER AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: <b>(SECURED PARTY IS SELLER)</b> <b>INSTALLED ONE UNITED STANDARD WATER TREATMENT SYSTEM WATER</b> <b>RESOURCES #1054 (COND. SALES CONTRACT NOT SUBJECT TO TAX</b> <b>LOCATED AT 5111 VASENA AVE. BALT, MD, 21225</b>  ID# 276863 BOOK 539 PAGE 524		5. Assignee(s) of Secured Party and Address(es) <b>SECURITY PACIFIC FIN SRV</b> <b>901 DULANEY VALLEY RD</b> <b>SUITE 126</b> <b>TOWSON, MD, 21204</b>
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: Filed with:		

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 8/4/ 19 89

By: Shirley Stein  
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)  
 SHIRLEY STEIN

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.

(3) Filing Officer Copy-Acknowledgement

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. \$ 2000.00

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

This financing statement Dated 03-03-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Christopher A Davidson
Address 2940 East Almondbury RD Pasadena MD 2122

2. SECURED PARTY

AVCO Financial Services
Name 8837 Bel Air RD Baltimore MD 21236
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)

54" Shapr Projection Television
Sanyo VHS 6 HEAD

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)

Handwritten signature of Christopher A Davidson

Christopher A Davidson

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Carol Lynn Hess CSR

(Signature of Secured Party)

Carol Lynn Hess CSR

Type or Print Above Signature on Above Line

Handwritten date 11-14-80

FINANCING STATEMENT

270459

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

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

1. NAME AND ADDRESS OF DEBTOR: The Kellington Associates  
Limited Partnership  
7779 New York Lane  
Glen Burnie, Maryland 21061  
Attn: Gary L. Attman

2. NAME AND ADDRESS OF SECURED PARTY: Maryland National Bank  
10 Light Street - 19th Fl.  
Baltimore, Maryland 21202  
Attn: Construction Finance  
Section

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 (here-  
inafter defined), including, without limitation, (i) all building  
materials, fixtures, equipment and other tangible personal  
property of every kind and nature whatsoever (other than con-  
sumable 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 (pro-  
vided 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

1800  
10

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 ~~August~~ <sup>September</sup>, 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, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

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

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

5. The Debtor certifies that recordation tax in the amount of \$27,300 has been paid in connection with the Deed of Trust.

THE KELLINGTON ASSOCIATES  
LIMITED PARTNERSHIP

By: *Gary L. Attman*  
Name: *Gary L. Attman*  
Title: *Exec. Director*

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

Susan Zimmerman Whitman, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

CONTINENTAL TITLE COMPANY  
8 Reservoir Circle  
Suite 105  
Baltimore, Maryland 21208

EXHIBIT A

PROPERTY DESCRIPTION

545 PAGE 104

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

BEGINNING FOR THE SAME at a pipe found at the southwesterly corner of land known as "Jumpers" Subdivision recorded among the Land Records of Anne Arundel County, Maryland in Plat Liber 72, folio 1, and running thence and binding on said land North 54 degrees 33 minutes 48 seconds East 832.90 feet to an iron pipe to be set marking the westerly boundary of a highway right of way\*North 35 degrees 25 minutes 48 seconds West 488.99 feet to a pipe to be set marking the northeast corner of land remaining to Lenora P. Gary, et al; thence binding on said land South 54 degrees 34 minutes 43 seconds West 821.12 feet to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 489.38 feet to the point of beginning, as surveyed and described by McCrone Incorporated in October 1984. Containing 9.2859 acres of land, more or less. \*150 feet wide, being Ritchie Highway, thence binding on said right of way

The courses in the above description are referred to the Maryland State Grid.

TOGETHER WITH a perpetual and permanent easement over, across and under the following property:

BEGINNING FOR THE SAME at a monument found at the northeasterly corner of land known as Kellington Subdivision, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Liber 24, folio 20, and running thence and binding on the outline of said land South 54 degrees 34 minutes 43 seconds West 819.19 feet, to an iron pipe to be set marking the northerly boundary of a right of way 66 feet wide, being property of the Baltimore and Annapolis Shortline Railroad; thence binding on said right of way South 34 degrees 3 minutes 1 second East 80.0 feet, to an iron pipe to be set marking the southwesterly corner of a tract of land or 9.2859 acres  $\pm$ , beneficiary of the easement herein described; thence binding on said land North 54 degrees 34 minutes 43 seconds East 821.12 feet, to a pipe to be set marking the westerly boundary of a highway right of way 150.00 feet wide, being Governor Ritchie Highway, and thence binding on said Right of Way North 35 degrees 25 minutes 48 Seconds West 80.00 feet to the point of beginning. Containing 1.5063 acres of land, more or less.

The courses in the above description are referred to the Maryland State Grid.

BEING ALSO the 9.286  $\pm$  acres parcel of land and 80' common use right of way shown on the Minor Subdivision Plat "80' Common Use Right-Of-Way Through Lenora P. Gary Property," dated November 28, 1984 and recorded among the Land Records of Anne Arundel County on December 27, 1984 at Liber 3830, folio 884.

00147

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

Roll No. 536 Page No. 159  
Identification No. 275901 Dated Dec. 23, 1988

1. Debtor(s) { MCR CONSTRUCTION, Inc.  
Name or Names—Print or Type  
735 CYPRESS ROAD, SEVERNA PARK, MATRLAND 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Name or Names—Print or Type  
300 E. Lombard Street, Baltimore, Maryland 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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: SEE BELOW</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BEING KNOWN AND DESIGNATED AS lot 3B as shown on ghe Plat entitled "Resub division of Lots 3 of Parcel A, Plat 2 Resubdivision of forest Hills Apratments, which Plat is recorded among the Land Records of Anne Arundel County in Liber 4429, Folio 429.

Dated: June 8, 1989 BALTIMORE FEDERAL FINANCIAL, F.S.A  
Name of Secured Party  
By: [Signature]  
Signature of Secured Party  
Robert P. Warr, Senior Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO:  
Fountainhead Title Group  
676-E Ritchie Hwy.  
Severna Park, MD 21146

10149A  
FTG: 100567

10<sup>00</sup>  
52

45 106

278130

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

No. of Additional Sheets Presented: 1	Maturity Date 3. (Optional): NONE
---------------------------------------	-----------------------------------

1. Debtor(s) (Last Name First) and Address(es): TEXPORT OIL COMPANY 12450 GREENSPRING DRIVE SUITE 1100 HOUSTON, TX 77060	2. Secured Party(ies): Name(s) and Address(es): THE CHASE MANHATTAN BANK, N.A. AS AGENT FOR ITSELF & VARIOUS LENDERS ONE CHASE MANHATTAN PLAZA - 18 NEW YORK, NY 10031 #0344	4. For Filing Officer: Time, Date, No., Filing Office
--	---	---

5. This Financing Statement Covers the Following Types (or Items) of Property:

SEE ATTACHMENT A.

⑧ GST 615-8071

NOT SUBJECT TO RECORDATION TAX

Proceeds—  Products of the Collateral are Also Covered:

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate:

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

9. Assignee(s) of Secured Party and Address(es):

10. 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, or

which is proceeds of the following described original collateral which was perfected:

By W.M. EUBANK Signature(s) of Debtor(s) THE CHASE MANHATTAN BANK, N.A. AS AGENT Signature(s) of Secured Party(ies)

W.M. EUBANK, PRESIDENT OF THE MONTGOMERY EUBANK CORP. GENERAL PARTNER, TEXPORT OIL COMPANY

Approved By: Roy D. Blunt Secretary of State

(1) FILING OFFICER COPY—ALPHABETICALLY

FORM UCC-1—MISSOURI UNIFORM COMMERCIAL CODE

135

45 106

275160

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code: No. of Additional Sheets Presented: 1 Maturity Date 3. (Optional): NONE

1. Debtor(s) (Last Name First) and Address(es):  
TEXPORT OIL COMPANY  
13450 GREENSPRING DRIVE  
SUITE 1200  
HOUSTON, TX 77060

2. Secured Party(ies): Name(s) and Address(es):  
THE CHASE MANHATTAN BANK, N.A.  
AS AGENT FOR ITSELF & VARIOUS  
LENDERS  
ONE CHASE MANHATTAN PLAZA - 18  
NEW YORK, NY 10031 #03441

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

5. This Financing Statement Covers the Following Types (or Items) of Property:

SEE ATTACHMENT A.

⑧ OST 615-8071

NOT SUBJECT TO RECORDATION TAX

Proceeds-

Products of the Collateral are Also Covered:

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate:

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

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

10. 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, or  
 which is proceeds of the following described original collateral which was perfected:

By TEXPORT OIL COMPANY  
[Signature]  
Signature(s) of Debtor(s)

By THE CHASE MANHATTAN BANK, N.A. AS AGENT  
[Signature]  
Signature(s) of Secured Party(ies)

W. M. EUBANK, PRESIDENT OF THE MONTGOMERY EUBANK CORP  
GENERAL PARTNER, TEXPORT OIL COMPANY

Approved By: Roy D. Blunt  
Secretary of State

FORM UCC-1-MISSOURI UNIFORM COMMERCIAL CODE

1350

ATTACHMENT A TO FINANCING STATEMENT

DEBTOR

Texport Oil Company  
12450 Greenspoint Drive  
Suite 1200  
Houston, TX 77060

SECURED PARTY

The Chase Manhattan Bank, N.A.  
as Agent for itself and various  
lenders  
1 Chase Manhattan Plaza, 18th Floor  
New York, N.Y. 10081  
(Exp. # 03441)

The financing statement to which this attachment A is attached covers the following collateral:

All personal property and fixtures of the Debtor whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including, but not limited to, the balance of every deposit account, now or hereafter existing, of the Debtor with any Bank and any other claim of the Debtor against any Bank, now or hereafter existing, and all money, goods (including equipment, farm products, petroleum and petroleum-related products and inventory), instruments, securities, documents, chattel paper, accounts, contract rights, letters of credit, general intangibles, credits, claims, demands, precious metals and any other property rights and interests of the Debtor and shall include the proceeds, products and accessions of and to any thereof.

The above security shall include, but shall not be limited to all inventory, petroleum, and petroleum products located at the Colonial Pipeline Company Breakout Tankage in Dorsey, Maryland.

State of New York )  
                          ) ss.:  
County of New York )

515 PAGE 408

AFFIDAVIT

I, Peter W. Galbraith, a Vice President of The Chase Manhattan Bank, N.A. (the Secured Party) hereby affirm that to the best of my knowledge the accompanying financing statement naming Texport Oil Co. as Debtor, and presented for filing with the U.C.C. filing officer of the City of Dorsey, Maryland, is exempt from the recordation tax in accordance with the exemption provided by section 12-108(k) subsection 1 and 2 of Title 12 of the Maryland Code.

By:   
Peter W. Galbraith, VP

Sworn to before me this 1st day  
September of ~~February~~, 1989 in the County of  
New York, State of New York.

  
Notary Public  
**ROSE LEE JIMENEZ**  
Notary Public, State of New York  
No. 24-1971410 Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires March 30, 1991



**PARTIES**

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

MEYER SPENCER T.  
216 ELLA WELCH WAY  
LOTHIAN MD 20711

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

MEYER JORETTA L.  
216 ELLA WELCH WAY  
LOTHIAN MD 20711

**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:

ACCENT MOBILE HOMES  
7401 MOORE ROAD  
BRANDYWINE, MD 20613

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

GREEN TREE ACCEPTANCE, INC  
  
3062 FS BUSINESS CENTER  
WOODBRIIDGE, 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):

ACCENT MOBILE HOMES  
*Sara Repulba-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): **515** **Date, Time, Filing Office** (stamped by filing officer): **ME 409**

**275101** **CK** **57**

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. 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):

*EXCEPT RANGE, REFRIG + WASHER/DRYER*

1977 REDMAN *24 X 30*  
SERIAL # 7004012 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):**

MEYER SPENCER T. *X* *Spencer T. Meyer*

MEYER JORETTA L. *X* *Joretta L. Meyer*

**RETURN RECEIPT TO:**

GREEN TREE ACCEPTANCE, INC  
3062 FS BUSINESS CENTER  
WOODBRIIDGE, VA 22192

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

FILING OFFICE ORIGINAL  
**NOTE - This page will not be returned by the Department of State.**

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANGKA, MN, 55303  
(612) 421-1713

*13-*

545 410

STATE OF MARYLAND

270102

FINANCING STATEMENT FORM JCC-1

Identifying File No. 15340

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3262.57

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

This financing statement Dated 8/28/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DIANNA & MICHAEL A. DAVIS
Address 1703 TIEMAN DR. GLEN BURNIE, MD. 21-61

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P. O. BOX 997
GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

Name and address of Assignee
RECORDS FEE
RECORDS FEE
FUTURE SEARCH
SEARCHED
INDEXED
SERIALIZED
FILED
AUG 29 1989
GK
FUTURE SEARCH
MAY 20 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)

Dianna & Michael A. Davis
(Signature of Debtor)

DIANNA DAVIS
Type or Print Above Name on Above Line

Michael A. Davis
(Signature of Debtor)

MICHAEL A. DAVIS
Type or Print Above Signature on Above Line

Gian Jordan
(Signature of Secured Party)

GIAN JORDAN
Type or Print Above Signature on Above Line

1250
24 50



Avco  
Financial  
Services

7164 D.E. Furnace Branch Road  
Glen Burnie, MD 21061  
301-766-6763

545 PHE 411

Book 518 PAGE 347

ID File # 299986

TERMINATION STATEMENT

RE: Sally A. Brown & Robert Lindlaw  
6526 Cedar Terrace  
Glen Burnie, MD 21061

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.,



BY Monique J. Nye  
Admin. Asst.  
TITLE

DATED 8/21/99

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.

1034

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278463  
15313

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1998.49

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

This financing statement Dated 8/17/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LORI A. MAJKA & DAVID MAJKA  
Address 6376-C CENTENNIAL CR. GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.  
Address P.O. BOX 997  
GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee  
CK

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK  THE LINES WHICH APPLY

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

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

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

*Lori A. Majka*  
(Signature of Debtor)

LORI A. MAJKA  
Type or Print Above Name on Above Line

*David A. Majka*  
(Signature of Debtor)

DAVID MAJKA  
Type or Print Above Signature on Above Line

*Gian Jordan*  
(Signature of Secured Party)

GIAN JORDAN ADMIN. ASST.  
Type or Print Above Signature on Above Line

13- 14 50

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2395.95

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

This financing statement Dated 08/16/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JULIA R. MAXEY

Address 1042-H SPA RD. ANNAPOLIS, MD. 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

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

3. Maturity date of obligation (if any)

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

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Julia R. Maxey (Signature of Debtor)

JULIA R. MAXEY Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gina Jordan (Signature of Secured Party)

GINA JORDAN ADMIN. ASST. Type or Print Above Signature on Above Line

11 17.50.50

545 414

270105

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 8-25-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR HCP, Inc.  
Name t/a Horizons Professional Pharmacy  
Address 8028 Ritchie Highway, Suite 104, 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.

EK

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Irwin L. Samson, Pres.  
(Signature of Debtor)

Irwin L. Samson, President  
Type or Print Above Signature on Above Line  
Matthew G. Shimoda, Sec.  
(Signature of Debtor)

Matthew G. Shimoda, Secretary  
Type or Print Above Signature on Above Line

J.J. Yurko  
(Signature of Secured Party)

J.J. Yurko, Area Credit Manager  
Type or Print Above Name on Above Line

12.50

UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT INFORMATION

*Debtor:* HCP, Inc.  
t/a Horizons Professional Pharmacy  
8028 Ritchie Highway, Suite 104  
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"

**PARTIES**

**Debtor name** (last name first if individual) and mailing address:  
 WISE JR. GARY M.  
 27 S. PAULA STREET  
 LAUREL MD 20707 1

**Debtor name** (last name first if individual) and mailing address:  
 27 S. PAULA STREET  
 LAUREL MD 20707 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:  
 BRYANT & BRYANT  
 3262 SUPERIOR LANE #245  
 BOWIE, MD 20715 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  
 WOODBRIDGE, 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)

BRYANT & BRYANT  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ 4

STANDARD FORM - FORM UCC-1 (1-1-80)  
 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): 278106  
**Date, Time, Filing Office** (stamped by filing officer):  
 545 416  
 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. County \_\_\_\_\_  
 Prothonotary of \_\_\_\_\_ County \_\_\_\_\_  
 real estate records of \_\_\_\_\_ County \_\_\_\_\_ 6  
 7  
**Number of Additional Sheets** (if any): 8  
**Optional Special Identification** (Max 10 characters):

**COLLATERAL**

**Identify collateral** by item and/or type:  
 1979 COMMODORE GUARDIAN 14 X 60  
 SERIAL # 14601319302 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 WISE JR. GARY M. x Gary Moreland Wise Jr.  
 1a  
 1b 11

**RETURN RECEIPT TO:**  
 GREEN TREE ACCEPTANCE, INC.  
 3062 PS BUSINESS CENTER  
 WOODBRIDGE, VA 22192 12

**FILING OFFICE ORIGINAL**  
 NOTE - This page will not be returned by the Department of State.  
 11/80

REDUCER FROM  
**Registre, Inc.**  
 514 PIERCE ST.  
 P.O. BOX 218  
 ANOKA, MN, 55303  
 (612) 421-1713

545 417

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270819

RECORDED IN LIBER. Book 520 Page 408 FOLIO \_\_\_\_\_ ON December 4, 1987 (DATE)

1. DEBTOR

Name Herson Cohn Enterprises  
Address 15525 Frederick Road, Rockville, Maryland 20855

2. SECURED PARTY

Name Crestar Bank  
Address P.O. Box 179, Alexandria, Virginia 22314

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

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.)  Termination</p>

All plant equipment, apparatus, machinery, furniture, furnishings, fixtures representing such collateral as evidenced in Sec. Agree. dated 11/5/87 and assignment of all leases between herson Cohn Ent. and H&C Motors, Herson, Inc. Cohn Herson Motorcars Inc. Leesburg Auto Impt. Annaplois Auto Imp. & Data Hersons Inc.

Date August 28, 1989

Crestar Bank

Dorothy Ruth Smith  
Title: Dorothy Ruth Smith  
Administrative Assistant II

1050

545 418

278107

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. \$ 34,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$238.00.

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 Road Hanover, MD 21076

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

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

CK

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

First Interstate Credit Alliance, Inc.

Patrick White  
(Signature of Secured Party)

PATRICK WHITE, ASST. VICE PRES.  
Type or Print Above Signature on Above Line

1750  
238

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

545 419

THIS MORTGAGE made the 14th day of August, 1989 by and between

Robert A. Ballantine, Inc., having its principal place of business at  
1797 Dorsey Road Hanover, MD 21076

"Mortgagor", and First Interstate Credit Alliance, Inc. "Mortgagee"

WITNESSETH

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

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons

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

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

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

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

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

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

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

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

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

545-420

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: Robert A. Ballantine, Inc. (Seal) Mortgagee  
By *Robert A. Ballantine & Pres* (Title)  
Secretary

STATE OF Maryland } ss  
COUNTY OF Anne Arundel }

Robert A. Ballantine being duly sworn, deposes and says

- 1. He is the President of Robert A. Ballantine, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below) and Mortgagor has the sole right and lawful authority to mortgage the same
- 3. Mortgagor is solvent and justly indebted to First Interstate Credit Alliance, Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

*Robert A. Ballantine*

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 \_\_\_\_\_ Robert A. Ballantine, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

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

(Notarial Seal) \_\_\_\_\_ NOTARY PUBLIC CAL-8(7-77)

**SCHEDULE "A"**

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 14, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford Tandem Dump with 14' Steel Dump Body  <p align="center">545 421</p>	1987	LTL9000	1FDZA900J7HVA26022
<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:**

Robert A. Ballantine, Inc.

By: *Robert A. Ballantine*

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Randall G. Williams, Jr. and Nan H. Williams</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>8305 Loblolly Lane</u>	<u>40 W. Chesapeake Avenue, Suite 308</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Pasadena, Maryland 21122</u>	<u>Towson, Maryland 21204</u>

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

FIXTURES

RECORDED  
 INDEXED  
 MAR 21 1982  
 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.

323 Cool Breeze Court, Pasadena, Maryland 21122

Record Owner, if different from the Debtor: Randall G. Williams, Jr. and Nan H. Williams

3.  Products of the collateral are also specifically covered.

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Randall G. Williams, Jr.</u> (Seal)	<u>Nan H. Williams</u> (Seal)
(Signature)	(Signature)
_____ (Print or Type Name)	_____ (Print or Type Name)

13  
 210  
 50

# ABSSCO

Enterprises

10755 York Road, Cockeysville, Maryland 21030-2114 (301) 252-4800

278469

SECURED PARTY

FINANCING STATEMENT	
ACCOUNT NO.	32031
LEASE NO.	3118

NAME AND ADDRESS OF LESSEE		DELIVER TO: (GIVE COMPLETE ADDRESS)
Sidney H. Weiner T/A WIN-SEE INC.		
P.O.B. 398 408 Headquarters Drive		545 #423
Suite 5 Millersville, Maryland 21108		
QUANTITY	DESCRIPTION - MAKE - MODEL	SERIAL #
E Q U I P M E N T  L E A S E D	1 Minolta 3120	3627396

TO BE RECORDED IN FINANCING STATEMENT  
 NOT TO BE

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 2500

- This Financing Statement covers the above described equipment (Describe - attach separate list if necessary).
- Proceeds of collateral are covered.
- Products of collateral are not covered.

250  
10.00  
17.50  
FEE 30.00

DEBTOR (S):

*Sidney H. Weiner*  
 (SIGNATURE OF DEBTOR)  
*Sidney H. Weiner V.P.*  
 TYPE OR PRINT

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

SECURED PARTY:

ABSSCO ENTERPRISES

BY:

*Alan I. Elkin*  
 (SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT  
 TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

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

Name and Address: ABSSCO ENTERPRISES  
 10755 York Road  
 Cockeysville, Maryland 21030-2114

12523

12-17-50

AA

# ABSSCO Enterprises

10755 York Road, Cockeysville, Maryland 21030-2114 (301) 252-4800

FINANCING STATEMENT	
ACCOUNT NO	19850
LEASE NO	3119

**SECURED PARTY**

NAME AND ADDRESS OF LESSEE	DELIVER TO (GIVE COMPLETE ADDRESS)
LAW OFFICES OF ADDISON - Darden 1410 Crain Highway N. Suite 3B Glen Burnie, Maryland 21061	545 #424 270170

QUANTITY	DESCRIPTION - MAKE - MODEL	SERIAL #
EQUIPMENT LEASED	1 Minolta 415Z Copier	367142
	1 Minolta A15	61121773
	1 Minolta F15	61133926
	1 Minolta S10VII	6123414
	1 Minolta R17	6143309
	1 Cabinet for 415Z	

TO BE RECORDED IN FINANCING STATEMENT *Kat - copy attached*

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 7000.00

- This Financing Statement covers the above described equipment (Describe - attach separate list if necessary).
- Proceeds of collateral are covered.
- Products of collateral are not covered.

2.50  
10.00  
49.00  
61.50      61.50 FEE

**DEBTOR (S):**

*Evelyn O.A. Darden*  
(SIGNATURE OF DEBTOR)

EVELYN O.A. DARDEN (OWNER)  
TYPE OR PRINT

(SIGNATURE OF DEBTOR)

TYPE OR PRINT

**SECURED PARTY:**

ABSSCO ENTERPRISES

BY: *OK*

(SIGNATURE OF SECURED PARTY)

ALAN I. ELKIN, PRESIDENT  
TYPE OR PRINT (INCLUDE TITLE IF COMPANY)

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

Name and Address: ABSSCO ENTERPRISES  
10755 York Road  
Cockeysville, Maryland 21030-2114

12  
49.50

10522

278171

545 425

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) H.B. PROPERTIES MANAGEMENT COMPANIES, INC.	2. Debtor(s) Complete Address(es) 9410 Annapolis Road, Suite 200 Lanham, Maryland 20706  Property located at: 112 Main Street Annapolis, Md. 21401	
3. & 4. Secured Party(ies) and Complete Address(es)  CITIZENS BANK AND TRUST COMPANY OF MARYLAND <del>XXXXXXXXXXXXXXXXXXXX</del> <del>XXXXXXXXXXXXXXXXXXXX</del>	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)  Fuji One-Hour Minilab-23 FA140 Main System, Expendables, 4" Options, Miscellaneous Options, Universal Accessories and 23VE Enlarger Processor as further described in attached schedule "A" and schedule "B".		
<p style="text-align: right;">RECORD FEE 13.00 RECORD TAX 325.50 CK POSTAGE .50 #448650 C777 R03 T11:00 09/06/89</p>		
8a. ( <input checked="" type="checkbox"/> ) Proceeds are also covered.      8b. (    ) Products of collateral are also covered.      No. of additional sheets presented: 2		
Filed with CIRCUIT COURT CLERK OF Anne Arundel		County; Other MDAT
9. Transaction is ( <input checked="" type="checkbox"/> ) is not (    ), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ 46,400.00		
10. This statement to be returned after recordation to Secured Party, shown above, or to Carol A. Kopp, Commercial Loans Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707-9940		
Signature(s) of Debtor(s) H.B. Properties Management Company, Inc.  By: <u>[Signature]</u>		
Signature(s) of Secured Party(ies) or Assignee(s) Citizens Bank and Trust Company of Maryland By: <u>[Signature]</u> John D. Long      By: <u>Vice President</u> (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY 87-30		
Printed in U. S. A		

1 \$  
325.50

CODE	DESCRIPTION	QUANTITY	SERIAL #
***	MINILAB-23 FA140 MAIN SYSTEM *	*	
060-23350	FP-350 Film Processor	1	---8901500010244M
-23351	FP-350 Film Proc. W/AL20		
-23326	126 Film Mags	2	
-22026	126 Film Mags AL20		
-23310	110 Film Mags	2	
-22010	110 Film Mags AL20		
-90037	35 MM Manual Extractor	1	
-98975	J&H Film Hanger Stand	2	
-23779	Film Leaders	1	
-31040	FP-1040 Printer Processor	1	---890411710686
-23675	Printer Comp Unit QT600	1	
-90205	Auto Print Sorter SU600W	1	
-90311	135 Negative Mask	1	
-90323	110 Negative Mask	1	
-90317	126 Negative Mask		
-23725	3R(135) 2x Close Up Lens		
-23726	2X Close Up Lens Display		
-23735	135-3R Lens (5X3.5)	1	
-23730	110-3P Lens (5X3.5)	1	
-23736	126-3S Lens (3.5X3.5)		
-23784	FMG 180W Reloadable Mag	2	
-22350	LSI Card Kit-32KB Type	1	
-22351	LSI Card Only-32KB Type	1	
-90460	Foot Switch	2	
-23670	110/Disc Mirror Box		
*	Main System Total	*	*
***	Expendables	*	*
060-91054	Chemical Filters ML23	24	
-99955	Chemical Filters 6.5 Inch		
-90466	Back Printer Ribbons	5	
-22102	4" Control Strip Leaders		
-22127	5" Control Strip Leaders	1	
-22152	6" Control Strip Leaders		
*	Expendables Total	*	*
***	4" Option	*	*
-23745	135-4R Lens (4X6)	1	
-23740	110-4P Lens (4X5)		
-23744	110-4P Lens (4X6)		
-23746	126-4S Lens (4X4)		
-90544	4UP Cluster Lens F/4"Paper		
-90522	2UP Cluster Lens F/4"Paper		
*	4" Option Total	*	*

CODE	DESCRIPTION	QUANTITY
***	MISCELLANEOUS OPTIONS	*
060-23678	PPU-600H Pricing Unit	
-23755	135-5R Lens (5X7)	1
-23750	110-5P Lens (5X6.5)	
-23706	126-5S Lens (5X5)	
-23753	135 6R Lens (6X8)	
-23636	NC/135 A Auto Neg Carrier	
-23348	Vertical Turn Guide	
-23347	Film Handling Box (1 Pc)	
-23784	FMG 180W Reloadable Mag	
-90545	4UP Cluster Lens F/5"Paper	
-90523	2UP Cluster Lens F/5"Paper	
-22351	LSI Card Only-32KB Type	
-90041	FAE 500 Auto Extractor	
-23728	16 Print Picture Kit	
-23703	Sticker Print Puncher	
-23708	20 Up Lens F 5" 1101B/2000	
-23722	Christmas Card Kit	
-23723	Business Card Lens 1101B/2000	
*	Misc. Options Total	*



278172

BOOK 545 PAGE 428

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. 889-8746

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

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

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

This financing statement Dated 6/22/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arthur and Beverly Siebert
Address 8763 FT Small Wood Road, Pasadena, Md 21122

2. SECURED PARTY

Name Germantown Savings Bank
Address City Line & Belmont Avenues, Bala Cynwyd, Pa. 19004
ATTN: Consumer Loan Department
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6/21/99

4. This financing statement covers the following types (or items) of property: (list)
1989 Real-Lite Model 880 Truck Camper
Serial N. 889-9746

RECORD FEE 12.00
POSTAGE .50
#448640 0777 R03 T11:00
09/06/89

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)
1989 Ford Truck

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

Arthur L. Siebert Sr
(Signature of Debtor)

Arthur Seibert, SR.
Type or Print Above Signature on Above Line
Beverly A. Siebert
(Signature of Debtor)
Beverly Seibert
Type or Print Above Signature on Above Line

Germantown Savings Bank
Theresa C. Roll
(Signature of Secured Party)
Type or Print Above Name on Above Line

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. 246331

RECORDED IN LIBER 251 439 FOLIO 251 459 ON 2/25/83 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation  
Address 1600-02 Caton Avenue, Baltimore, Maryland 21227

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. Successor by Merger Credit Alliance Corporation  
Address 1900 Sulphur Spring Road Baltimore, Maryland 21227

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

RECORD FEE 10.00  
POSTAGE .50

448660 0777 R03 T11-01  
09/06/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input 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>Please Return To:  Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>	

First Interstate Credit Alliance, Inc. Successor by Merger Credit Alliance Corporation

Dated July 10, 1989

[Signature]  
(Signature of Secured Party)

Larry E. Kimmel, Vice President  
Type or Print Above Name on Above Line



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

545 431

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 250240 recorded in Book 468, Page 569 on January 3, 1984 (date). Book 507, Page 67 on January 7, 1987

1. DEBTOR(S):

Name(s): Gearfoss Construction Corporation
Arundel Crane Service Corproation
Address(es): 4410 John Avenue, Baltimore, MD 21227
115 Wellham Avenue, N.E., Glen Burnie, MD 21061

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, MD 21201

RECORD FEE 10.00
POSTAGE .50
#444680 0777 R03 111:01
09/06/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

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

8. Please Return To:
Churchill & Ferguson/RAK
Suite 1200, Two Midtown Plaza
1360 Peachtree Street, N.E.
Atlanta, Georgia 30309

9. DEBTOR:

Blank lines for Debtor information.

SECURED PARTY:

EQUITABLE BANK, National Association
By Albert K. Hause, Vice President
(Type Name and Title)

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

545 432

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 250301 recorded in XXXX Book 469, Page 85 on January 4, 1984 (date)

1. DEBTOR(S):  
 Name(s): Arundel Cran Service Corporation  
 Address(es): 115 Wellham Avenue, N.E.  
 Glen Burnie, MD 21061

2. SECURED PARTY:  
 Name: Equitable Bank, National Association  
 Address: 100 S. Charles Street  
 Baltimore, MD 21201

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

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

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

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

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

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

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

8. Please Return To:  
 Churchill & Ferguson/RAK  
 Suite 1200, Two Midtown Plaza  
 1360 Peachtree Street, N.E.  
 Atlanta, Georgia 30309

DJ

RECORD FEE 10.00  
 POSTAGE .50  
 #44870 C177 R03 T11-01  
 09/06/89  
 H. ERLE SCHAFER  
 AA CO. CIRCUIT COURT

9. DEBTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SECURED PARTY:  
 EQUITABLE BANK, National Association  
 By Albert K. Hause  
 Albert K. Hause, Vice President  
 (Type Name and Title)

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

545 433

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 250436 recorded in Book 469, Page 253 on January 12, 1984 (date).

1. DEBTOR(S):  
 Name(s): Arundel Crane Service Corporation  
 Address(es): 113 Holsum Way  
Glen Burnie, Maryland 21061

2. SECURED PARTY:  
 Name: Figgie Acceptance Corporation  
 Address: Box C-320606  
Richmond, Virginia 23261

Person and Address to whom Statement is to be returned if different from above.  
Richard Allan Kaye  
Churchill & Ferguson  
Two Midtown Plaza, Suite 1200  
1360 Peachtree Street, N.E., Atlanta, Georgia 30309

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. Please Return To:  
Churchill & Ferguson/RAK  
Suite 1200, Two Midtown Plaza  
1360 Peachtree Street, N.E.  
Atlanta, Georgia 30309

RECORD FEE 10.00  
 POSTAGE .50  
 4448700 0777 RVS 111:02  
 09/06/89  
 H. ERLE SCHAFER  
 11th CO. CIRCUIT COURT

9. DEBTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SECURED PARTY:  
**FIGGIE  
 ACCEPTANCE  
 CORPORATION**  
 By \_\_\_\_\_  
*Doug J. Gost*  
 \_\_\_\_\_  
(Type Name and Title)

STATE OF MARYLAND

515 434

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251415

RECORDED IN LIBER 5 FOLIO 472 ON 3/28/84 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation  
Address 115 Wellham Avenue, N.E. Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. Successor by Merger Leasing Service Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD, 21061

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

3. Maturity date of obligation (if any)

STAMPED FEE 10.00  
POSTAGE .50  
RECORDED BY 803 TLL:02  
07/06/89  
E. 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: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>Please Return To:  Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>	

First Interstate Credit Alliance, Inc. Successor by Merger Leasing Service Corporation

Dated July 10, 1989

[Signature]  
(Signature of Secured Party)  
Larry F. Kimmel, Vice President  
Type or Print Above Name on Above Line

STATE OF MARYLAND

545 435

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257436

RECORDED IN LIBER 486 FOLIO 304 ON 6/20/85 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Avenue, N.E., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 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)

RECORDS FEE 10.00  
POSTAGE .50  
4448740 0777 R03 TEL:03  
09/06/89  
H. DIRK SCHAFER  
IN COL. CIRCUIT COURT

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>Please Return To:  Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>	

First Interstate Credit Alliance, Inc. Successor by Merger Credit Alliance Corporation

Dated July 10, 1989

(Signature of Secured Party)

Larry F. Kimmel, Vice President

Type or Print Above Name on Above Line

545 436  
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. 251376

RECORDED IN LIBER 473 FOLIO 68 ON 4/30/84 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Avenue, N.E. Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc. Successor by Merger Leasing Service Corporation

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

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

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<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>Please Return To:  Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>	

RECORDED FEE \$2.00  
SEARCHED INDEXED  
FILED  
JUL 10 1989  
CLERK OF DISTRICT COURT  
FEE 10.00  
07/05/89  
E. SCHAFER  
CLERK OF DISTRICT COURT

First Interstate Credit Alliance, Inc. Successor by Merger Leasing Service Corporation

Dated July 10, 1989

(Signature of Secured Party)

Larry F. Kimmel, Vice President

Type or Print Above Name on Above Line

545 437

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) Arundel Crane Service Corporation 113 Holsum Way Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Assignee: Baltimore Federal Financial, F.S.A. P.O. Box 116 Baltimore, MD 21203	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE 1.00 BALTIMORE CITY REG. TAX-04 09/01/09
4. This statement refers to original Financing Statement bearing File No. <u>Folio#492</u> <u>ID#270861 Book#520</u>		
Filed with <u>Anne Arundel County</u> Date Filed <u>December 8</u> 19 <u>87</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Please Return To:  
  
Churchill & Ferguson/RAK  
Suite 1200, Two Midtown Plaza  
1360 Peachtree Street, N.E.  
Atlanta, Georgia 30309

No. of additional Sheets presented: \_\_\_\_\_  
Assignee:  
Baltimore Federal Financial, F.S.A.  
By: [Signature]  
Signature(s) of Secured Party(ies)

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

545 438

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. 257802

RECORDED IN LIBER 488 FOLIO 51 ON 8/8/85 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Avenue Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 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)

RECORDED FEE 10.00  
POSTAGE .50  
RECORDED BY 803 TII:03  
08/08/89

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input 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>Please Return To:  Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>	

F. E. SCHWARTZ  
CIRCUIT COURT

First Interstate Credit Alliance, Inc. Successor  
by Merger Credit Alliance Corporation

Dated July 10, 1989

[Signature]  
(Signature of Secured Party)

Larry F. Kimmel, Vice President  
Type or Print Above Name on Above Line

545 439  
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. 270367

RECORDED IN LIBER 519 FOLIO 308 ON 10/27/87 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation  
Address 115 Wellham Avenue, N.E. Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD. 21062

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>Please Return To:  Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>	

RECORD FEE 10.00  
FEE .50  
FILE NUMBER  
CREDIT COURT

First Interstate Credit Alliance, Inc. Successor  
by Merger Credit Alliance Corporation

Dated July 10, 1989

[Signature]  
(Signature of Secured Party)  
Larry F. Kimmel, Vice President  
Type or Print Above Name on Above Line

STATE OF MARYLAND

545 440

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 271894

RECORDED IN LIBER 523 FOLIO 551 ON March 4, 1988 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 113 Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name Atlantic Industrial Credit Corporation

Address 8019 Belair Road, Suite 2, Baltimore, MD 21236 (former address: 8767 Satyr Hill Rd., Baltimore, MD 21234)

Assignee: Harbor Federal Savings & Loan Assn., 3200 Eastern Ave., Baltimore, MD 21224

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">TERMINATION</p>
<p>Please Return To:</p> <p>Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>		<p>RECORD FEE 10.00 POSTAGE .50 MAY 17 1989 11:04 BY/DE/SCHAFER AR DC. CIRCUIT COURT</p>

Harbor Federal Savings & Loan Assn.

By: Robert Williams  
Robert Williams, President

Robert E. Polack  
Atlantic Industrial Credit Corporation

Dated 7-17-89

Robert E. Polack  
(Signature of Secured Party)

Robert E. Polack, President  
Type or Print Above Name on Above Line

515 441

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. 273740

RECORDED IN LIBER 529 FOLIO 348 ON 7/14/88 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellham Ave., N.E. Glen Burnie, MD. 21061

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) \_\_\_\_\_

CHECK  FORM OF STATE!

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

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

Termination

Please Return To:

Churchill & Ferguson/RAK  
Suite 1200, Two Midtown Plaza  
1360 Peachtree Street, N.E.  
Atlanta, Georgia 30309

First Interstate Credit Alliance, Inc.

Dated July 10, 1989

[Signature]  
(Signature of Secured Party)

Larry F. Kimmel, Vice President  
Type or Print Above Name on Above Line

515 REC-442

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

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 276120 recorded in Liber 537. Folio 76 on 1-23-89 at Financing Records of Anne Arundel Circuit Court.

1. DEBTOR(S): Arundel Crane Service Corporation  
 ADDRESS(ES): 113 Hosum Way  
Glen Burnie, Maryland 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: LDRU/BARBARA LEWIS  
 ADDRESS: MAILSTOP: 02-28-01; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
Churchill & Ferguson, Suite 1200, 2 Midtown Plaza, 1360 Peachtree St., N.E.  
Atlanta, Georgia 30309

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

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

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

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

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a.  Not subject to Recordation Tax.

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

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

8. Please Return To:  
 Churchill & Ferguson/RAK  
 Suite 1200, Two Midtown Plaza  
 1360 Peachtree Street, N.E.  
 Atlanta, Georgia 30309

DJ  
RECORDS FEE  
POSTAGE  
JAN 24 1989  
BALTIMORE, MD

DEBTOR(S): N/A  
(Signature necessary only if Item 6 is applicable)

BY: N/A (SEAL)

BY: N/A (SEAL)

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

SECURED PARTY: Maryland National Bank  
BY: [Signature] (SEAL)  
David A. Huzarewicz - Vice President  
(Type Name and Title)

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

207-126 REV. 4/86

545 443

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. 277062

RECORDED IN LIBER 540 FOLIO 323 ON 4/21/89 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation  
Address 113 Holsum Way Glen Burnie, MD. 21061

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)

CHECK  FORM OF STATE

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

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

Termination

Please Return To:

Churchill & Ferguson/RAK  
Suite 1200, Two Midtown Plaza  
1360 Peachtree Street, N.E.  
Atlanta, Georgia 30309

First Interstate Credit Alliance, Inc.

Dated July 10, 1989

[Signature]  
(Signature of Secured Party)

Larry F. Kimmel, Vice President  
Type or Print Above Name on Above Line

545 444  
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. 277423

RECORDED IN LIBER 541 FOLIO 492 ON May 25, 1989 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation

Address 115 Wellam Avenue, N.E. Glen Burnie, M.D. 21061

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)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>Please Return To:  Churchill &amp; Ferguson/RAK Suite 1200, Two Midtown Plaza 1360 Peachtree Street, N.E. Atlanta, Georgia 30309</p>	

First Interstate Credit Alliance, Inc.

Dated August 17, 1989

Patrick White  
(Signature of Secured Party)  
**PATRICK WHITE, ASST. VICE PRES.**  
Type or Print Above Name on Above Line

RETURN TO:

Hogan & Hartson  
171 S. Calvert Street  
Baltimore, MD 21201

545 445

278174

Anne Arundel County  
Chattel Records

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

MR. TIRE, INC. and  
Trading As D & G DISCOUNT TIRE CENTER  
7223 Ambassador Road  
Baltimore, Maryland 21207

(Additional Collateral Locations  
Indicated on Schedule 1 hereto)

2. NAME AND ADDRESS OF SECURED PARTY:

SIGNET BANK/MARYLAND  
Post Office Box 1077  
Baltimore, Maryland 21203

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

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

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process,

On this 1st day of September, 1989, Recordation Tax in the amount of \$1,724.25 was paid to the Maryland State Department of Assessments and Taxation.

*Wendy J. Viessman*  
Wendy J. Viessman

2690

RECORDATION FEE 05.00  
POSTAGE 1.37  
EXCESS COPY FEE 10.00  
SEP 26 1989  
CKI  
S. ERIC SCHWEPER  
CLERK OF CIRCUIT COURT

finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses (including, without limitation, trademark licenses), patents, copyrights, franchises, trade names and trademarks. Without limitation of the foregoing, the property described in this Item 3(c) shall include the trademark(s) listed on Schedule 2 attached hereto and incorporated herein, and all rights of indemnification, causes of action and other rights of Debtor under that certain Plan of Merger dated August 31, 1989 by and among Debtor, Frederic A. Tomarchio, D & G Discount Tire Center Inc. and Adam B. Henderson.

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

515 447

4. Proceeds and products of collateral are covered hereunder.
5. This transaction is not exempt from the recordation tax. The principal amount of debt initially incurred is \$1,600,000.00, of which \$522,055.83 is taxable as computed in the attached Recordation Tax Calculation Statement.

6. RETURN TO: Kevin G. Gralley, Esquire  
Hogan & Hartson  
111 South Calvert Street  
Baltimore, Maryland 21202

DEBTOR:

MR. TIRE, INC.

By: *Fredric A. Tomarchio*  
Fredric A. Tomarchio  
President

*August 31*, 1989  
(Date signed by Debtor)

545 448

RECORDATION TAX CALCULATION

TO: The Maryland State Department of Assessments and Taxation

Value of equipment, other non-exempt property	\$2,359,400.70	x	\$1,600,000.00	=	\$522,055.83
Total value of all collateral	\$7,231,106.10				

Amount not exempt from tax = \$522,055.83

Tax Due = \$1,724.25

MR. TIRE, INC. (Debtor)

Date: Aug 31, 1989By: Frederic A. Tomarchio Pres.  
Frederic A. Tomarchio  
President

SCHEDULE 1ADDITIONAL COLLATERAL LOCATIONS

5910 Liberty Road Baltimore, Maryland 21207	Route 301, Box 62A Waldorf, Maryland 20601
7224 Ritchie Highway Glen Burnie, Maryland 21061	197 Great Mills Road Lexington Park, Maryland 20653
9101 Belair Road Perry Hall, Maryland 21236	Maryland Routes 2 & 4 Prince Frederick, Maryland 20678
200 West Padonia Road Timonium, Maryland 21093	Route 5 North Post Office Box 496 Mechanicsville, Maryland 20659
1746 East Joppa Road Towson, Maryland 21204	2441 Jefferson Street Leonardtown, Maryland 20650
5603 Baltimore National Pike Catonsville, Maryland 21228	8001 Old Branch Avenue Clinton, Maryland 20735
509 Ritchie Highway Severna Park, Maryland 21146	4007C Highway 301, North La Plata, Maryland 20646
1105 Old North Point Road Dundalk, Maryland 21222	4805 Silver Hill Road Suitland, Maryland 20746
6440A Dobbin Center Way Columbia, Maryland 21045	718 Cady Drive Fort Washington, Maryland 20744
118 Back River Neck Road Essex, Maryland 21221	1920 West Street Annapolis, Maryland 21401
720-A South Main Street Reisterstown, Maryland 21136	6761 Old Alexandria Ferry Road Clinton, Maryland 20735
9435 Baltimore National Pike Ellicott City, Maryland 21043	9375 U.S. Route 1 Savage, Maryland
5000 Wabash Avenue Baltimore, Maryland 21215	

545 450

SCHEDULE 2

TRADEMARKS

<u>Name</u>	<u>Registration No.</u>	<u>Registration</u>
"Tire-Riffic"	79-5465	Office of the Secretary of State of Maryland
"Tire-Riffic"	1,426,043 (Reg. 01/20/87)	United States Patent and Trademark Office



# SECOND NATIONAL

FEDERAL SAVINGS BANK

BOOK 528 PAGE 511

273103

BOOK 545 PAGE 451

FINANCING STATEMENT

273175

RECORDED

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

1. Name of Debtor(s) (or Assignor) and address:

PEM'S SERVICE & REPAIR, INC.  
183 Mayo Road  
Edgewater, Md. 21037

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank  
Route 50 & Phillip Morris Drive  
Post Office Box 2558  
Salisbury, MD 21801

RECORD FEE 11.00

POSTAGE .50

#159220 CITY ROM 111031

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

All inventory and accounts receivable, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials, contract rights, instruments, documents, chattel paper and general intangibles.

06/24/88

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

The underlying secured transaction is not subject to recordation tax

The underlying secured transaction is subject to recordation tax on the principal amount of \$ \_\_\_\_\_

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s)

Secured Party:

PEM'S SERVICE & REPAIR, INC.

by: Leo A. McCafferty, Jr.  
President

BY:

T. Berger  
(Authorized Signature)  
Ted Berger, Regional Vice President  
(Type Name and Title)

Leo A. McCafferty, Jr., President

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

DATED: June 21, 19 88

REV. 2/84

PLEASE NOTE: This Financing Statement was recorded on 6-24-88 in Book #528 and Page #511. This Financing Statement was terminated on 8-28-89 in ERROR. The terminating information is as follows: Book #545 and Page #93. PLEASE RE-RECORD. \*THE CLEARING OFFICE WAIVED THE RECORDING FEE AS FOR ERROR\* ~~AT~~

Joy J. Custis  
Joy J. Custis, Asst. Vice President  
Second National Fed. Savings Bank

RAM

RECORDED  
89 SEP 6 AM 11:54  
H. BERGER  
CLERK

VOID  
11/24  
11/20/89  
BY: ELLI SCHAFER  
ALL INFORMATION

11  
102



# SECOND NATIONAL

FEDERAL SAVINGS BANK

21212

273101

RECORDED

545 452

BOOK 528 PAGE 512

## FINANCING STATEMENT

273176

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

1. Name of Debtor(s) (or Assignor) and address:

PEM'S SUPPLY & HARDWARE, INC.  
183 Mayo Road  
Edgewater, Md. 21037

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank  
Route 50 & Phillip Morris Drive  
Post Office Box 2558  
Salisbury, MD 21801

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

All inventory and accounts receivable, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials, contract rights, instruments, documents, chattel paper and general intangibles.

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

XX The underlying secured transaction is not subject to recordation tax

\_\_\_ The underlying secured transaction is subject to recordation tax on the principal amount of \$ \_\_\_

\_\_\_ (If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

\_\_\_ (If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00

XX (If proceeds of collateral are covered). Proceeds of the collateral are also covered.

POSTAGE .50

XX (If products of Collateral are covered). Products of the collateral are also covered.

#159230 CTTT 104 T11451  
06/24/88

Debtor(s)

Secured Party:

PEM'S SUPPLY & HARDWARE, INC.

by: Leo A. McCafferty, Jr.  
President

BY: Ted Berger  
(Authorized Signature)

Ted Berger, Regional Vice President

(Type Name and Title)

Leo A. McCafferty, Jr., President

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

DATED: June 21, 1988

REV. 2/84

VOID  
CK  
RECORDED  
06/24/88

PLEASE NOTE: This Financing Statement was recorded on 6-24-88 in Book #528 and Page #512. This Financing Statement was terminated on 8-28-89 in ERROR. The terminating information is as follows: Book #545 and Page #94. PLEASE RE-RECORD. \*THE CLERK'S OFFICE WAIVED THE RECORDING FEE AS PER ERROR.\* PFF

RECEIVED FOR RECORD  
89 SEP -6 AM 11: 54  
RERECORDED  
H. ERLE SCHAFFER  
CLERK

1050

Joy J. Custis  
Joy J. Custis, Asst. Vice President  
Second National Fed. Savings Bank

1450

545 453

278177

MARYLAND NATIONAL BANK

# FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland with 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 \$ 110,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): RT. 170 BUSINESS PARK PARTNERSHIP Address(es): c/o Gary W. Koch Associates, Inc.  
900 Ritchie Highway  
Severna Park, Maryland 21146

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate Industries Group  
10 Light Street  
19th Floor  
Baltimore, Maryland 21202  
Attention: Laura R. Richardson

RECORD FEE 14.00  
POSTAGE .50  
RECORDED OCT 12 1989  
BALTIMORE COUNTY

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August, 19 89 from Debtor(s) 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 now in existence or hereafter created.

Debtor(s)  
RT. 170 BUSINESS PARK PARTNERSHIP

By [Signature] (SEAL)  
Gary W. Koch, General Partner

By [Signature] (SEAL)  
James A. Elling, General Partner

By [Signature] (SEAL)  
James L. North, General Partner

\_\_\_\_\_ (SEAL)

Secured Party:  
MARYLAND NATIONAL BANK

By [Signature] (SEAL)

Laura R. Richardson, Assistant Vice President  
Type name and title

M.N.B.  
AUG 28 '89

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

RECEIVED:  
MARYLAND NATIONAL BANK  
ATTN: REAL ESTATE  
RECORDING  
10 LIGHT STREET - 19TH FLOOR  
BALTIMORE, MARYLAND 21202

386 3396 - 9002 - 381759

Deed of Trust dated August 25, 1988 and recorded in Liber 4680, folio 476, from Rt. 170 Business Park Partnership to Stephen F. Beckenholdt and Dennis M. Miller, Trustees securing Maryland National Bank, given to secure \$375,000.00.

Deed of Trust dated October 20, 1988 and recorded in Liber 4826, folio 291, from Rt. 170 Business Park Partnership to Stephen F. Beckenholdt and Dennis M. Miller, Trustees securing Maryland National Bank, given to secure \$275,000.00.

Modification and Consolidation Agreement dated October 20, 1988 and recorded in Liber 4826, folio 299, by and between Maryland National Bank; Rt. 170 Business Park Partnership and Stephen F. Beckenholdt and Dennis M. Miller, Trustees.

Modification Agreement dated April 1, 1989 and recorded in Liber 4840, folio 497, by and between Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees for Maryland National Bank.

Modification and Consolidation Agreement dated May 8, 1989 and recorded in Liber 4855, folio 280, by and between Maryland National Bank; Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees.

Deed of Trust dated May 8, 1989 and recorded in Liber 4863, folio 673, by and between Rt. 170 Business Park Partnership and Constance M. Creamer and Margaret D. Kirmil, Trustees securing Maryland National Bank, given to secure \$90,000.00

Assignment of Lessor's Interest in Leases dated May 8, 1989 and recorded in Liber 4863, folio 682, by and between Rt. 170 Business Park Partnership and Maryland National Bank.

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

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

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

This financing statement Dated 8/31/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Huber's Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 110 S. Paca Street, Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

The herein described property and all additions, attachments, 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 Prevost Model L Mirage XL motor coach.

S/N 2P9L33405K1001934

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Huber's Bus Service, Inc.

Mary Elizabeth Hubers Inc First Maryland Leasecorp  
(Signature of Debtor)

Mary Elizabeth Hubers, Treasurer  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. R. Brown - Asst. V.P.  
(Signature of Secured Party)

William R. Brown, Asst. Vice President  
Type or Print Above Signature on Above Line

112

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 Lonergan's Charter Service, Inc.  
Address 1109 Boucher Avenue, Annapolis, Maryland 21043

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.

3. Maturity date of obligation (if any) \_\_\_\_\_

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

The herein described property and all additions, attachments, 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 1990 International Model 3800 school bus S/NLHVBBFCFNOLH206569 with a 66 passenger Ward 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)

Lonergan's Charter Service, Inc.

[Signature]  
(Signature of Debtor)

John J. Lonergan Sr., President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11.50

First Maryland Leasecorp

[Signature]  
(Signature of Secured Party)

W.R. Brown, Assistant Vice President

Type or Print Above Signature on Above Line

545-457

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. 276631 Dated March 8, 1989

Record Reference Book 539 Page 16

2. DEBTOR is:

Name: Centurion Climate Control, Inc.  
(Last Name First)

Address: 512 Crain Highway, N.W. BAY #23, Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: THE BANK OF GLEN BURNIE

Address: P.O. Drawer 70, Glen Burnie, Maryland 21061

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

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

RETURN TO: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated August 31, 1989, 19    

By: Susan W Fitzgerald  
Susan W. Fitzgerald (Title)  
Assistant Loan Manager

15

545 458

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)

RRD Inc T/A Harbor Inn  
402 Hall Road  
Crowsville, MD 21032

L-J LEASING COMPANY  
P.O. Box 21472  
Baltimore, MD 21208

RECORD FEE 10.00  
POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 274710 Book 532 Pg. 446  
Filed with Anne Arundel Date Filed 9 - 28 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.



Assigned:

ASSIGNED TO:  
SOVRAN BANK  
31 LIGHT ST.  
BALTIMORE, MD 21202

No. of additional Sheets presented:

SOVRAN BANK

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

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

545 459  
Clerk of Anne Arundel Circuit Court

APC 2376  
278130

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

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

FINANCING STATEMENT  
Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below.  
\$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
1. DEBTOR (OR ASSIGNOR)

Name Homeowners & Contractors, Inc.  
Address P.O. Box 369, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)  
SECURED PARTY:

Name Elliott & Frantz, Inc.  
Address 10421 Gilford Road, Jessup, MD 20794

ASSIGNEE:  
EQUIPMENT FINANCE, INC.  
P. O. Box 4926  
Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

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

One (1) Used Grandall Hydraulic Excavator, Model G880, S/N G99003  
Complete with all attachments now and hereinafter acquired.

RECORDED  
FEB 1989  
CK  
APC 2376  
278130

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or ~~products~~ of collateral are claimed) The following (proceeds) ~~products~~ of the property are also covered: (list)

Homeowners & Contractors, Inc.

George A. Edwards  
(Signature of Debtor or Assignor)

George A. Edwards, President

(Signature of Debtor or Assignor)

Equipment Finance, Inc.

Sandra L. Harnish  
(Signature of Secured Party or Assignee)

Sandra L. Harnish, Asst. V.P.

(Signature of Secured Party or Assignee)

11-50

Book 545 page 460

Not used

9-6-89

PARTIES

Debtor name (last name first if individual) and mailing address:
AGUIRRE MATTHEW A.
5 NORTH GAIL
LAUREL MD 20707

Debtor name (last name first if individual) and mailing address:
AGUIRRE KATHLEEN M.
5 NORTH GAIL
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:
BRYANT & BRYANT
3262 SUPERIOR LANE #245
BOWIE, MD 20715

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...
d. already subject to a security interest in another jurisdiction...
e. which is proceeds of the collateral described in block 9...

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

BRYANT & BRYANT

Handwritten signature: Henry M. Bryant, President

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): 278132
Date, Time, Filing Office (stamped by filing officer): 545 FILE 461

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):

COLLATERAL

Identify collateral by item and/or type:
1988 DODGE K615DS
SERIAL # 093700 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THEREON... INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED BY 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 444.113) OR THE STATE LAW EQUIVALENT STATUTE.
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):
AGUIRRE MATTHEW A. x Matthew Alan Aguirre
AGUIRRE KATHLEEN M. x Kathleen Mariell Aguirre

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

545 PAGE 462

953320 STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Honeywell Inc.  
2nd St. Extended  
Greenwood Acres  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
General Electric Credit Corp  
206 Danbury Rd.  
Wilton, CT 06897

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)  
RECEIVED  
FEB 10 1985  
ANN ARUNDEL COUNTY CLERK  
ANNAPOLIS, MARYLAND

4. This statement refers to original Financing Statement bearing File No. BK 482 - 24  
Filed with Ann Arundel County Clerk Date Filed 1/24/85 19

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

No. of additional Sheets presented:

General Electric Credit Corp

By: *Karen Coggole*  
Signature(s) of Secured Party(ies)

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

1053 STANDARD FORM - FORM UCC-3

515 463

270163

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 9492

1. Debtor(s) (Last Name First) and address(es) Optical Enterprises DBA: Dr. Larry E. Laborwit, OD 313 Crain Highway Glen Burnie, Maryland 21061	2. Secured Party(ies) and address(es) Federal Leasing Corp. 66 W.Mt. Pleasant Avenue Livingston, NJ 07039	3. Maturity date (if any): 9492 For Filing Officer (Date, Time, Number, and Filing Office)  RECORDED INDEXED CK MAY 20 1994 FBI - BALTIMORE 33 37
4. This financing statement covers the following types (or items) of property: (1) MBS 3 Guided Edger 4N66357 SN 3204  This Financing Statement is being recorded pursuant to a lease between the secured party and the debtor for notice purposes only and shall not be deemed to grant the debtor any other property interest in the equipment described herein. Including proceeds of fire insurance, if any		5. Assignee(s) of Secured Party and Address(es)

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

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

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

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

Filed with: Anne Arundel County

Optical Enterprises \_\_\_\_\_ Federal Leasing Corp. \_\_\_\_\_

By: James V. Marino Signature(s) of Debtor(s) By: James V. Marino Signature(s) of Secured Party(ies)

James V. Marino, Attorney in Fact James V. Marino, Asst. Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

545 464

278184

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 M.I. Donuts, Inc.  
Address 8053 Ritchie Highway, Pasadena, Maryland 21122

2. SECURED PARTY

Name Dunkin' Donuts Incorporated  
Address Post Office Box 317, Randolph, Massachusetts 02368  
Susan Rombola, Dunkin' Donuts Inc., P.O. Box 317, Randolph, MA 02368  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1999

4. This financing statement covers the following types (or items) of property: (list)  
FIXTURE-All of the machinery and equipment including signs now and hereafter located at the Dunkin' Donuts shop premised at 8053 Ritchie Highway, Pasadena, Maryland 21122. The record owner of realty is Southdale Limited Partnership.

ASSIGNEE OF SECURED PARTY  
The CIT Group/Equipment Financing, Inc.  
1180 W. Swedesford Road, Suite 220  
Berwyn, Pennsylvania 19312

(Filed with Clk. Cir. Court).

CHECK  THE LINES WHICH APPLY

PC #4469

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

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

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

Michael Traitses  
(Signature of Debtor)  
M.I. Donuts, Inc.  
Michael Traitses, President  
Type or Print Above Name on Above Line

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

(Signature of Secured Party)  
Dunkin' Donuts Incorporated  
Douglas J. Tate, Mgr. Corp. Finance  
Type or Print Above Signature on Above Line

RECORD FEE 11.00  
FILING FEE 1.00  
SEARCHED BY 1001-4469  
10/17/89  
CK

*JTS*

278185

545 465

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)

World Trade Marketing, Inc.  
c/o Capital Warehouse  
8125 Stayton Drive  
Jessup, Md. 20794

2 Secured Party(ies) and address(es)

Ambassador Factors, Division  
of Fleet Factors Corp.  
1450 Broadway  
New York, N. Y. 10018

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

CK

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

All present and hereafter created and/or acquired  
Accounts Receivable, Inventory, machinery and  
equipment and general intangibles as more fully  
described on attached continuation sheet.

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

NOT SUBJECT TO RECORDATION TAX

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

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

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

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

World Trade Marketing, Inc.

Ambassador Factors, Division  
of Fleet Factors Corp.

By:

*Robert B. Bernal*  
Signature(s) of Debtor(s)

*President*  
Title

By:

*Cheryl A. Johnson*  
Signature(s) of Secured Party(ies)

*SVP*  
Title

(1) Filing Officer Copy-Alphabetic 11/50

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

515 466

DEBTOR: WORLD TRADE MARKETING, INC.

SECURED PARTY: AMBASSADOR FACTORS DIVISION  
FLEET FACTORS CORP.  
1450 BROADWAY  
NEW YORK, N.Y. 10018

ACCOUNTS RECEIVABLE

Present and future accounts and contract rights and in any case, where an account or contract right has arisen from sale of goods, the interest of the debtor in such goods. All books and records pertaining to foregoing and equipment containing said records. Trade styles, trademarks, patents, security deposits, tax refunds, customer lists, insurance claims, choses in action, stock options, options to purchase real and personal property, goodwill and other general intangibles are also included.

INVENTORY

All present and hereafter acquired inventory wherever located including but not limited to: raw materials, work-in-process and finished merchandise of video library, case cabinets, plastic cases, tote cases, cassettes, entertainment units, video cases, disk storage cases, PVC cases, rewinders, all wrapping, packaging, advertising and shipping materials.

EQUIPMENT

All present and hereafter acquired machinery and equipment wherever located including but not limited to: office furniture, fixtures and equipment, computed equipment, automotive equipment, fork lifts, warehouse furniture and fixtures and recording equipment.

TO BE  
XX NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
XX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$

545-467

273136

FINANCING STATEMENT

CORMAN CONSTRUCTION, INC.  
NAME OR NAMES - Print or Type

12001 Guilford Rd. Annapolis Junction-Annapolis MD. 20701  
ADDRESS -Street No. CITY-COUNTY STATE ZIP CODE

1. DEBTOR(S):

NAME OR NAMES - Print or Type

ADDRESS-Street No. CITY-COUNTY STATE ZIP CODE

MID-ATLANTIC EQUIPMENT COMPANY  
NAME OR NAMES - Print or Type

2. SECURED PARTY:

9107 Owens Drive Manassas Park, Virginia 22111  
ADDRESS-Street No. CITY STATE ZIP CODE

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

(1) John Deere Model 550B Dozer, S/N 739890

RECORD FEE 11.00  
POSTAGE .50  
CK 9441463 CITY ROS 114442  
07/05/87  
H. J. GALE REGISTER  
AN CO. (CINCINNATI OHIO)

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 XX are, \_\_\_ are not covered.

7. Products of collateral \_\_\_ are, XX are not covered.

DEBTOR(S)

*Roy Owen*  
Signature of Debtor

CORMAN CONSTRUCTION, INC.  
Type or Print

MID-ATLANTIC EQUIPMENT COMPANY  
Company, if applicable

Signature of Debtor

TOM LLOYD  
Signature of Secured Party  
CREDIT MANAGER

Type or Print

Type or Print (Include title if Co.)

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, Virginia 22111

11/80

278487

4859880/3101 165438

515 488

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at CIRCUIT COURT OF ANNE ARUNDEL COUNTY.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 1,150,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to MARYLAND STATE DEPARTMENT OF ASSESSMENTS & TAXATION (\$3,795.00) dat 8/29/89

5. Debtor(s) Name(s): RADAMERICA, INC. Address(es): North Arundel Physicians Center  
203 Hospital Drive  
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department: LDRU  
Attention: BARBARA LEWIS Post Office Box 987, Mailstop 02-28-01  
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) Varian Clinic 6X Linnear Accelerator Serial # 630

Debtor: David Spearman Secured Party: Maryland National Bank  
David Spearman - President  
 By: RADAMERICA INC (Seal) By: [Signature] (Seal)  
 Type name and title, if any Type name and title  
 By: \_\_\_\_\_ (Seal) John L. Daniels - Asst. Vice President  
 Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

RETURN TO:  
 MARYLAND NATIONAL BANK  
 ATTN: LEGAL DOCUMENTATION  
 REVIEW UNIT  
 P.O. BOX 17372  
 BALTIMORE, MARYLAND 21203

11.50

278438

545 469

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)

Coomes, William & Susan  
9204 Goose Pond Drive  
Pasadena, MD 21122

2 Secured Party(ies) and address(es)

Chesapeake Water Systems, Inc  
7310 Ritchie Highway Ste 411  
Glen Burnie, MD 21061

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

REGISTRY FEE 12.00  
POSTAGE 1.50  
MAY 10 11 43 AM '93  
COURT CLERK  
M. E. SCHEFFER  
COURT CLERK

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

Water Treatment System  
Located at: 9204 Goose Pond Drive  
Pasadena, MD 21122

To Be Recorded in Land Records  
Secured Party is the seller

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

Security Pacific Fin. Svcs  
7310 Ritchie Highway  
Ste 404  
Glen Burnie, MD ~~XXXXXX~~  
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:

Susan M. Coomes

*Susan M. Coomes*

William S. Coomes

By *William S. Coomes*  
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

545-470

278489

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C) Under the terms of Paragraph 4 of Tax-Property Article #12-108K  
This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Summer Place, Inc.  
(Name or Names)

456 Fair Oaks Drive, Severna Park, Maryland 21146  
(Address)

LESSEE: \_\_\_\_\_  
(Name or Names)

\_\_\_\_\_  
(Address)

2. LESSOR: McCALL HANDLING CO.  
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

RECORD FEE 10.00  
FILING 2.00  
SEARCH & INDEX 14.45  
TOTAL 26.45  
CK BY THE SUPPLIER  
AN UNSECURED DEBT

3. ASSIGNEE (if any)  
of LESSOR:

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

( 2 ) Hyster Model S50XL  
Serial Numbers A187V13305K, A187V13733K.

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

6. Secured party is the seller of the equipment.

LESSEE

LESSOR

Summer Place, Inc.

McCALL HANDLING CO.

By: Herbert F. T. [Signature]  
(Title)

By: Janet L. Kuhn Sec. Treas.  
(Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

(Type or print name of person signing)

Return to: McCALL HANDLING CO.  
3900 VERO ROAD  
BALTIMORE, MARYLAND 21227

115

515-471

278490

PURCHASE MONEY SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

August 14, 1989

Debtor:

EAST SIDE ENTERPRISES, LTD.,  
a Maryland Corporation

Address:

c/o Earl Garver  
1651 Route 3 North  
Crofton, MD 21054

Secured Party:

301 - FIFTY ASSOCIATES LIMITED  
PARTNERSHIP, a Maryland limited  
partnership

c/o Joseph Sachs, Esq. CK  
14805 London Lane  
Bowie, MD 20715

RECITALS

WHEREAS, Debtor has borrowed from Secured Party the sum of One Hundred Fifty Thousand Dollars (\$150,000) for the specific purpose of purchasing from the Secured Party the furniture and equipment listed in the schedule attached as Exhibit A to this Agreement;

WHEREAS, Debtor warrants that the furniture and equipment is being purchased primarily for business use and is being acquired with the proceeds of the amounts borrowed;

WHEREAS, Debtor acknowledges that it is the intention of the Parties that this Purchase Money Security Agreement evidences a purchase money security interest under Section 9-107 of the Uniform Commercial Code.

37-50

THEREFORE, the Parties agree as follows:

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of One Hundred Fifty Thousand Dollars (\$150,000) from Debtor, as Maker, payable to Secured Party. The said Note is attached as Exhibit B hereto, incorporated by reference and made a part hereof.

2. Debtor agrees that in the event of any default in said Note or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion.

3. This Agreement covers:

545-473

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises located at 1651 Route 3 North, Crofton, Maryland 21054 (the "Premises") (whether or not delivered thereto) and all such as are not 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, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and

electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

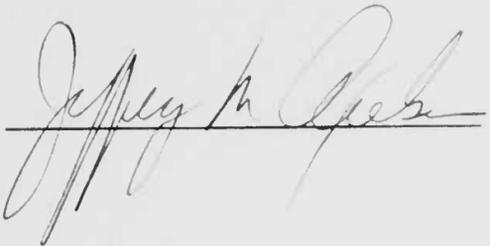
(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

(e) All of the right, equity, title, interest, estate claim or demand of the Debtor either at law or in equity in and to the liquor license held by the Debtor for the Premises.

4. Proceeds are covered by this Agreement.

5. Certain of the property hereinabove described is or will be affixed to the real estate described on Real Property Description attached hereto and incorporated herein by reference.

WITNESS:

  
\_\_\_\_\_

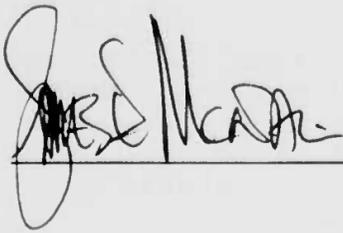
DEBTOR:

EAST SIDE ENTERPRISES, LTD.,  
a Maryland corporation

By:   
\_\_\_\_\_  
Earl Garver  
President



WITNESS:

  
\_\_\_\_\_

SECURED PARTY:

301 - FIFTY ASSOCIATES LIMITED  
PARTNERSHIP, a Maryland  
limited partnership

By: Harriette Sachs  
Harriette Sachs,  
General Partner

\* \* \*

545-477

STATE OF MARYLAND :  
COUNTY OF ANNE ARUNDEL : to wit:

I, Samuel D. Williams, a Notary Public in and for the State and County aforesaid, do hereby certify that Earl Garver, whose name is signed to the foregoing and annexed instrument bearing date on the 14 day of Aug, 1989, as President of East Side Enterprises, Ltd., has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14 day of Aug, 1989.

Samuel D. Williams  
Notary Public

My term of office expires on the 14 day of Aug, 1989.

District of Columbia  
STATE OF MARYLAND :  
COUNTY OF ANNE ARUNDEL : to wit:

I, Linda C. Mueller, a Notary Public in and for the State and County aforesaid, do hereby certify that Harriette Sachs, whose name is signed to the foregoing and annexed instrument, bearing date on the \_\_\_ day of \_\_\_\_\_, 1989, as General Partner of 301-Fifty Associates Limited Partnership, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of August, 1989.

Linda C. Mueller  
Notary Public

My term of office expires on the 30th day of September, 1990.

SS Table (30" x 114")	1
RC-145 Magnaguard Microwave	1
Star Metal	1
Microwave Cart	1
Merco Chef's Table (shelves, 2 dr. refrig.)	1
Merco 3 Shelf Table (with warmers)	1
Glenco 2 Door Refrig. with shelves	1
4 Shelf Portable Carts (green shelves)	2
3 Shelf SS Utility Cart	1
3 Shelf Portable Enclosed Cart	1
4 Shelf Wire Shelving	1
8 Shelf Portable Aluminum Racks	2
5 Shelf Wire Shelving	1
4 Shelf Portable Enclosed Shelf	1
2 Shelf Utility Cart (under coffee maker)	1
Mobile Bins with Lids	3
2 Shelf Wire Shelf	1
Westinghouse Washing Machine	1
Westinghouse Dryer	1
Assorted China, Glassware, Silverware, and Cookware	Large Lot
Padded Rattan Chairs	63
Wooden Bar Stools	23
6' Folding Tables	3
8' Folding Tables	2
Wooden Pedestal Tables	30
Perlick SS Beverage Cooler (Ser. #278076)	1
Perlick SS Beverage Cooler (Ser. #273128)	1
Hamilton Beach Blenders	2
3-Tub SS Sink Units	2
1-Tub SS Sink Units	2
SS Hand Sink	1
Sharp TV - 20"	1
Sharp TV - 16"	1
Beer Service Counter (2 faucet)	1
TEC MA-1100 Cash Registers	2
Bunn Pour-O-Matic 3 Burner Coffee Maker	1
Sanyo Stereo Cassette Deck	1
RG TX-4 Equalizer (3 way/5 way crossover)	1
PPD Power System (mounted in cabinet)	1
Technics Quartz Turntable	1
GLI Amplifier SA-2045	1
L-4001LGC Auto Scan Litelab	1
Special Effects Fogger	1
Light Bar	1
Surge Control 6-outlet Bar	1
Speaker Mounts	2
Overhead Lights	4 tracks
Telephones: AT&T HFA-10	2
American Express Imprinter	1
76' Custom Bar with Rail	1
24' Custom Bar with Rail and Glass Racks	1
72' Custom Bar with Rail and Glass Racks	1
Assorted Wall Light Sconces and Fixtures	1

545-479

EXHIBIT A

<u>ITEM NAME</u>	<u>QUANTITY</u>
Upholstered Table (wooden frame) Chairs	149
Upholstered Bar (wooden frame) Chairs	8
Potted Tree	1
Assorted Tables	44
Children's High Chair	4
Wooden Bar Stools with Backs	16
Children's Booster Seats	3
Wooden Bar Stools (Vinyl Seat)	4
Upholstered Captains Chairs	41
Perlick Ice Chest	2
Whirlpool Commercial Ice System	1
Ice Chest	1
Rapids	1
3 Tub Sink	3
Perlick 2 Door Refrigerator	1
Cuber/Bin	4
Single Square Sink	1
Hand Sink	1
BSF 2 Drawer SS Utensil Cabinet	1
5 Door Reach-in Refrigerator	1
Ice Cream Freezer	1
Delfield 2 Drawer Refrigerator	1
Cleveland Conventional Steamer	1
Vulcan Frycat	1
Pitco Frialator	1
Vulcan 6 Burner Gas Stove	1
Wolf Charcoal Broiler	1
Blodgett Oven	1
Walk-in Freezer	1
Anthony Walk-in Refrigerator and Freezer	1
Follett Ice Machine with Bin	1
SS Sink	1
Hobart Dishwasher System	2
Bunn Omatic Coffee Grinder	1
Bunn Omatic Coffee Makers	1
Vulcan Automix	1
Hobart Meat Slicer	1
Cres-Cor	1
All Purpose Heated Mobile Cabinet	3
SS Tables (30" x 72")	

278401

MARYLAND NATIONAL BANK

545 480

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County and Maryland State Department of Assessments & Taxation
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ 40,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

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

Alan R. Weitzman c/o Church Circle Realty  
 Day W. Weitzman 3 Church Circle  
 Richard A. James Annapolis, Maryland 21401  
 Elizabeth G. James

CK

6. Secured Party Address: Real Estate and Mortgage Division

MARYLAND NATIONAL BANK P.O. Box 871  
 Attention: Dennis R. Glasgow P.O. Box 871  
 Annapolis, Md. 21404

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 29, 19 89 from Debtor(s) to Constance M. Creamer and Margaret D. Kimmil, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof

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

Debtor(s)

[Signature]  
 Alan R. Weitzman  
[Signature] (SEAL)  
 Day W. Weitzman  
[Signature] (SEAL)  
 Richard A. James  
[Signature]  
 Elizabeth G. James

Secured Party  
 MARYLAND NATIONAL BANK

By [Signature] (SEAL)  
 Dennis R. Glasgow, Vice President  
 Type name and title

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

ALL that parcel or parcels of real property located in the County of Anne Arundel ( \_\_\_\_\_ Election District), State of Maryland and more particularly described as follows:

ALL that lot of ground situate in Anne Arundel County, the improvements thereon being known as 50, 52 and 54 Maryland Avenue, Annapolis; BEGINNING on the northwest line of Maryland Avenue 60 feet westerly from the intersection of Maryland Avenue and Prince George Street and running thence with the line of Maryland Avenue southwesterly 30 feet, thence northwesterly 90 feet, thence northeasterly 30 feet, thence southeasterly 90 feet to the place of beginning.

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

206-81



545 REC 482

278192

AA

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 150,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

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

1. Debtor(s) Synergics, Inc. Street 191 Main Street, Annapolis, MD City 21403 State \_\_\_\_\_

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

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

Check  one or more boxes as applicable:

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

Title Owner of Real Estate: \_\_\_\_\_

RECORD FEE 11.00  
RECORD TAX 1050.00  
POSTAGE .50  
#550450 0227 REC TOB:41

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

Debtor(s) or Assignor(s)

09/07/89  
H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Secured Party: SOVRAN BANK/MARYLAND

SYNERGICS, INC.

By: Teresa A. Peruchi

By: John B. Greet, Chief Financial Officer

Type Name Teresa A. Peruchi

Title Vice President

Type or Print Name and Title of Each Signature

1100  
1050.53

545 483

## SCHEDULE A

## Furniture, Fixtures and Equipment

<u>Supplier</u>	<u>Detail</u>
CDI	Furniture
CDI	Furniture
John Calvin	Furniture
Specialized Marketing	Furniture
Total Audio Visual	Screen
Squires	Telephone System
ATI	Alarm System
Baltimore Woodworks	Furniture
Kandl Data Products	Computer Equipment
Carpet Land	Carpet
Baltimore Wordworks	Furniture/Fixtures

All furniture and leasehold improvements, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, improvements, substitutions, replacements and accessions thereto.

545-484

RETURN TO: Mark R. Eaton, Suite 800, 919 18th Street N.W. Washington, D.C. 20006

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Desks & Furnishings, Inc.	8610	Cherry Lane	Laurel	MD

Name of Secured Party or assignee	No.	Street	City	State
Alleco, Inc.		Allegheny Circle	Cheverly	MD

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 goods, inventory, receivables and equipment of Debtor, some or all of which may be subject to a prior security interest held by Signet Bank/Maryland

RECORD FEE 11.00  
POSTAGE .50  
#550470 D237 R07 108:41  
09/07/89

CK H. ERLE SCHAFER  
GA CO. CIRCUIT COURT

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

CHECK  THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

<u>John J. Fitzgerald</u>	<u>Alleco Inc.</u> (Seal)
By: John J. Fitzgerald, President	(Corporate, Trade or Firm Name)
<u>Desks &amp; Furnishings, Inc.</u>	<u>Mark A. Garfinkle VP</u>
(Type or print name under signature)	Signature of Secured Party or Assignee
	By: Mark Garfinkle, Senior V.P. and General Counsel
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

\* NOTE: No tax is imposed because a financing statement for the same secured transaction was filed with the Maryland Department of Assessments and Taxation on July 14, 1989. A recordation tax of \$188.10 was paid with this filing.

1100  
53

545 485

AMENDMENT OF FINANCING STATEMENT

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

<p>1. DEBTOR and Address (Last Name First) John G. Goettee, Esquire John R. Shenatz, Jr., Esquire c/o Goette and Shenatz, P.A. 114 Annapolis Street Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY and Address Sterling Bank &amp; Trust Co. 111 Water Street, Suite 201 Baltimore, Maryland 21202 Attn: Patricia A. Jenkins</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO: Carla Witzel, Esquire c/o Weinberg and Green 100 South Charles Street Baltimore, Maryland 21201</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 271998 Date March 11, 19 88  
Record Reference Liber 524, Folio 168

6. Item No. 7 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

The principal amount of the debt initially incurred is \$800,000.



RECORD FEE 10.00  
POSTAGE .50  
4-1230 0245 R01 110451  
09/07/89

Dated this 5<sup>th</sup> day of September, 19 89

DEBTOR:

SECURED PARTY:

Sterling Bank & Trust Co.

By: [Signature]  
John G. Goettee, Esquire (Title)

By: [Signature]  
Sr. Vice President (Title)

ucc-6 John R. Shenatz, Jr., Esquire

102

COMMONWEALTH LAND TITLE INS. CO.  
SUITE 1524, THE WORLD TRADE CENTER  
BALTIMORE, MARYLAND 21202

FINANCING STATEMENT

278404

TO BE RECORDED AMONG  
 THE LAND 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<br>OF DEBTOR:        | BARRINGTON GROUP<br>LIMITED PARTNERSHIP<br>13649 Office Place, Suite 101<br>Woodbridge, VA 22192<br>Attn: George E. Daily, III<br>and Curtis F. Peterson |
| 2. | NAME AND ADDRESS<br>OF SECURED PARTY: | MARYLAND NATIONAL BANK<br>6001 Montrose Road, Suite 400<br>Rockville, MD 20852<br>Attn: Construction Finance<br>Division                                 |

RECORD FEE 19.00  
 POSTAGE CK .30  
 05/07/99

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,

3



judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated September 6, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Herschel M. Conaway and Michael N. Goldberg, as Trustees, and the Secured Party.

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

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

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

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

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

heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

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

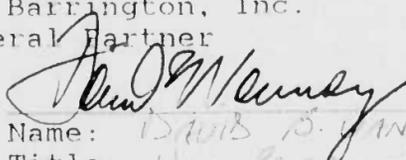
5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

BARRINGTON GROUP LIMITED PARTNERSHIP

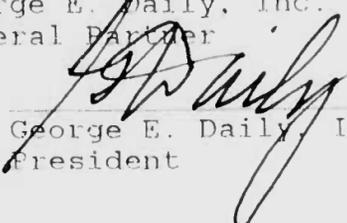
By: CFP Barrington, Inc.  
General Partner

By:

  
Name: DAVID S. WANDY  
Title: VICE PRESIDENT TREASURER

By: George E. Daily, Inc.  
General Partner

By:

  
George E. Daily, III  
President

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

Margaret Ann Brown, Esq.  
Miles & Stockbridge  
11350 Random Hills Road, Suite 500  
Fairfax, Virginia 22030

DESCRIPTION OF 4.4898 ACRES  
PART OF THE MORTGAGE INVESTORS OF WASHINGTON PROPERTY  
SECOND TAX DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situated, lying and being in the second tax district of Anne Arundel County, Maryland; the same being part of the land conveyed from Stedman Prescott, Jr. and Mitchell Furst, Substitute Trustees, to Mortgage Investors of Washington (now Ameribanc Investors Group), a Maryland real estate investment trust, by deed dated June 23, 1977 and recorded among the land records of Anne Arundel County, Maryland i Liber 3000 Folio 519; the same being more particularly described as follows:

Beginning for the same at a point on the southwestern right-of-way line of Johns Hopkins Road, said beginning point also being on and distant South 58° 28' 56" East 161.12 feet from the end of the North 58° 28' 56" West 792.25 feet right-of-way line of said Johns Hopkins Road as shown on a plat entitled "CROFTON MEWS" recorded among the land records of Anne Arundel County, Maryland as plat E-101 in Book No. 3 Folio 1; thence leaving said beginning point and binding reversely on said right-of-way line, the following course

1. South 58° 28' 56" East 593.13 feet to a point; thence so as to cross and divide said Liber 3000 Folio 519, the following four (4) courses
2. South 13° 28' 56" East 14.14 feet to a point; thence
3. South 31° 31' 04" West 98.00 feet to a point on the northern line of a 50 feet wide easement recorded in Liber 1883 Folio 148 among said land records; thence with part of said easement line, the following two (2) courses
4. South 73° 00' 03" West 329.02 feet to a point; thence
5. South 75° 24' 18" West 55.58 feet to a point on the 25th or North 40° 27' 08" West 615.60 feet line of said Liber 3000 Folio 519; thence with part of said 25th line, the following course
6. North 40° 27' 08" West 102.06 feet to a point; thence with part of the 26th or North 52° 25' 05" West 401.61 feet line of said Liber 3000 Folio 519, the following course
7. North 52° 25' 05" West 291.39 feet to a point; thence
8. North 38° 24' 33" East 334.59 feet to the point of beginning; containing 195,578 square feet or 4.4898 acres of land as now described.

Subject to any and all easements, rights-of-way and agreements of record.

The said property now being known and designated as Lot numbered Two (2), as per plat thereof entitled, "AMENDED Plat 2 of 3, WALDEN, SECTION THREE, TIERS OF WALDEN," and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 122, at plat 3.

REMIT TO:  
WILLIAMS & HUFFMAN, P.A.  
8181 PROFESSIONAL PLACE  
SUITE 100  
LANDOVER, MARYLAND 20785

278105

545 489

FINANCING STATEMENT/SECURITY AGREEMENT  
ASSIGNMENT FOR THE BENEFIT OF CREDITORS

OF

CHAS. LINDSAY ELECTRIC COMPANY, INC.

THIS ASSIGNMENT, made this 11<sup>th</sup> day of July, 1989, by  
Chas. Lindsay Electric Company, Inc. (hereinafter referred to as  
"Corporation"):

WHEREAS, the said Corporation is indebted unto sundry persons  
in various sums of money, which it is unable to pay in full and  
desires to convey all of its property and estate to Sanford A. Harris,  
(hereinafter referred to as "Assignee"), in trust for the benefit  
of its creditors as hereinafter set forth; and

WHEREAS, pursuant to the bylaws of the Corporation, a special  
meeting of the Board of Directors was duly held at which time, upon  
a resolution unanimously adopted, the undersigned officer was  
authorized and instructed to execute this Assignment for the benefit  
of the creditors of the Corporation.

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH that in consideration  
of the premises and the sum of Five Dollars (\$5.00), the said  
Corporation does hereby grant, convey and assign unto the said  
Assignee, his heirs, personal representatives and assigns, all its  
estate and property of every nature, kind or description, real and  
personal, in possession, reversion, remainder or expectancy, and  
wheresoever situated, more particularly at Brightview Business Center,  
Route 3 North, Millersville, Maryland, 21108.

1350

TO HAVE AND TO HOLD the same unto the said Assignee, his personal representatives and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:

FIRST: To take possession of the said estate and property, and without unnecessary delay, to convert the same into money by the sale of so much as is saleable, and collection of so much thereof as is collectible, and to apply the proceeds, after the payment of the lawful expenses of this trust, including a commission of fifteen percent (15%), upon the trust fund to said Assignee for his services according to law in such cases, and after the payment of the wages or salaries due to the clerks, employees or servants of said grantor contracted within three (3) months anterior to the execution of this Assignment, to the payment in full of the debts due and owing by the said Corporation without preference or priority, except as provided by law, if the net proceeds shall be sufficient therefor, and if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority except as aforesaid, as the same would be decreed to be paid by a Court of Equity.

SECONDLY: After the payment in full of all the debts aforesaid, and all claims and demands whatsoever against the said Corporation for which it may be liable, in trust to pay the surplus, if any there be, to the said Corporation, its proper representatives and assigns.

AND the said Corporation, for the purposes aforesaid, does hereby make, constitute and appoint Sanford A. Harris, its true and lawful attorney, irrevocable in his name or otherwise, to ask, demand, sue for, recover and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts

or sums of money due, owing or belonging to the said Corporation and hereby granted and conveyed, and for all receipts and deliveries to make, execute and acknowledge due acquittances, and to compound for any doubtful debts; and further to do all other lawful acts required to be done in the premises in the due and lawful execution of this trust.

AS WITNESS the hand and seal of the said Corporation by its duly authorized officer the day and year first above written.

ATTEST: CHAS. LINDSAY ELECTRIC COMPANY, INC.

[Signature]  
DAVID PETTIBONE, SECRETARY

BY: [Signature] (SEAL)  
MICHAEL JOY, PRESIDENT

STATE OF MARYLAND,  
CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of July, 1989, before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared Michael Joy, President, satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in my presence, signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
NOTARY PUBLIC

My Commission Expires: July 1, 1990.

I, Sanford A. Harris, the Assignee referred to in the foregoing Assignment for the Benefit of Creditors, do hereby accept said Assignment.

[Signature]  
Sanford A. Harris, Assignee Secured Party



545-493

275107

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

Subject To Recording Tax On  
Principal Amount Of  
\$550,000.00 Which Was Paid  
To The Clerk Of The Circuit  
Court Of Anne Arundel  
County, Maryland Upon The  
Filing Of A Purchase Money  
Deed Of Trust.

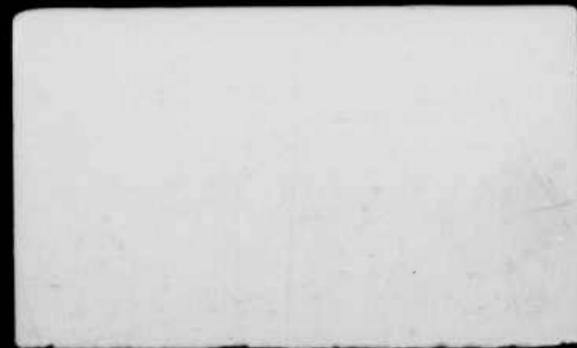
FINANCING STATEMENT  
(Maryland-U.C.C.-1)

- 1. DEBTOR: FULLER ENTERPRISES  
1812 Crain Highway, S.W.  
Glen Burnie, Maryland 21061
  
- 2. SECURED PARTY: SIGNET BANK/MARYLAND  
7 St. Paul Street, 18th Floor  
Baltimore, Maryland 21202  
  
Attention: Michael T. Cavey,  
Vice President
  
- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

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- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Purchase Money Deed of Trust or any part of such property into



cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of two(2) page(s).
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

545 ME 496

DEBTOR:

FULLER ENTERPRISES,  
A Maryland General Partnership

By: Raymond E. Fuller (SEAL)  
Raymond E. Fuller,  
General Partner

Date: August 18, 1989

By: Isla E. Merchant (SEAL)  
Isla E. Merchant,  
General Partner

Date: August 18, 1989

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

Beth A. Solley, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BRL) 8584

## EXHIBIT A

545 497

Parcel Number One

Beginning for the same at a railroad spike now set in the Old Stage Road, said spike marking the end of the second line of the land described in the deed from Arlington S. Clouser and Bessie V. Clouser, his wife, to Emil L. Hittle and Anne Hittle, his wife, dated April 6, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.M.W. No. 464, folio 181; thence from said beginning spike running, reversely, along a portion of said second line, North  $00^{\circ} 19'$  West 82.24 feet to another railroad spike now set; thence leaving said Road and said second line and running South  $61^{\circ} 52' 10''$  East, passing over a pipe now set at the distance of 20.00 feet from the beginning hereof, a total distance of 209.17 feet to an "X" cut on the wall of a building here situated; thence running along the westerly line of said well South  $18^{\circ} 45' 20''$  West 1.00 feet to the intersection of said westerly line with the northerly line of another well which runs westerly from said first well; thence continuing the same course along the westerly line of said first well, South  $18^{\circ} 45' 20''$  West 18.26 feet to a point in the center of a third well which runs easterly and westerly from said point; thence running along the center of said third well South  $71^{\circ} 14' 40''$  East 28.73 feet to an "X" cut in the easterly line of the building hereby divided; thence running South  $72^{\circ} 26' 20''$  East 39.90 feet, to a railroad spike now set in the westerly right-of-way line of Maryland State Route 73 (formerly #301); thence running along said right-of-way line, as shown on State Roads Commission Plot No. 15298, South  $19^{\circ} 09'$  West 50.00 feet to a pipe now set in the third line of the land described in the above mentioned deed; thence running, reversely, along a portion of said third line, North  $65^{\circ} 32'$  West 249.00 feet, passing over a pipe now set 12.00 feet from the end thereof, to the place of beginning. Containing 0.373 of an acre more or less.

BEING the same property described in a deed from Anna Hittle, widow, unto Jean P. Fuller and Anne D. Fuller, his wife, dated March 23, 1960 and recorded among the land records of Anne Arundel County in Liber 1380 Page 61; the said Jean P. Fuller, having departed this life on 19th day of September, 1963.

Parcel Number Two

BEGINNING for the same at the point where the westmost side of the Northbound lane of the Crain Highway is intersected by the South  $65^{\circ} 32'$  East 268.22 feet line, as described in a deed from Lealer M. Merkle and James L. Wisner to Frank L. Mewshaw by deed recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1039, Folio 38; and running thence with the said westmost side of the said Highway, South  $19^{\circ} 09'$  West 5.02 feet; thence leaving the said Highway and running North  $65^{\circ} 32'$  West 247.16 feet to the center of Old Stage Road, as laid out 30 feet wide; thence running with the center of Old Stage Road, North  $0^{\circ} 19'$  West 5.31 feet to the beginning of the aforesaid South  $65^{\circ} 32'$  East 268.22 foot line; thence running with the said line, South  $65^{\circ} 32'$  East 249.0 feet to the place of beginning. Containing 1238 square feet of land, more or less.

BEING THE land described in a deed from Lealer M. Merkle and James L. Wisner, to J. P. Fuller and Anne D. Fuller, his wife dated May 25, 1960 and recorded among the Land Records of Anne Arundel County in Liber 1393 Page 113; the said J. P. Fuller having departed this life on 19th day of September, 1963.

Saving and excepting:

BEGINNING for the same at a point in Old Stage Road which marks the end of the first or N  $00^{\circ} 19'$  W - 82.24 foot line of that conveyance from Anna Hittle to Jean P. Fuller and Anne D. Fuller, his wife by deed dated March 23, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GTC 1380, folio 61; thence from the point of beginning so fixed and binding on a part of the second line of the aforesaid conveyance with bearings hereinafter referred to the Maryland State Grid Meridian S  $70^{\circ} 49' 25''$  E - 28.17 feet to a point, thence leaving said second line and with a curve to the left having a radius of twenty-five (25) feet, an arc distance of 23.83 feet to the point of curve, thence S  $80^{\circ} 43' 45''$  W - 14.24 feet to a point in the first line of the aforesaid conveyance from Hittle to Fuller; thence binding on a part of said line N  $09^{\circ} 16' 15''$  W - 33.81 feet to the point of beginning.

BEGINNING for the same at a nail set at the end of the twelfth line of the land described in the deed from Gene E. Floyd and Frances M. Floyd, his wife, and Herbert L. Cohen and Virginia W. Cohen, his wife, to North Arundel Motors, Inc., dated September 3, 1969 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2297, folio 516, the said nail being also in the westmost line of Crain Highway, Maryland Business Route No. 3; thence from the beginning point running with the thirteenth line of the land described in the above mentioned deed and with the said westmost line of Crain Highway, south 10 degrees 11 minutes 45 seconds west 46.34 feet to a nail set; thence leaving the said Highway and running with the fourteenth and first lines of the land described in the said deed, north 81 degrees 23 minutes 35 seconds west 59.94 feet to the face of a building wall; thence running through an interior partition wall and with the second line of the land described in the said deed, north 80 degrees 11 minutes 35 seconds west 28.75 feet to a point on the westerly line of another interior wall; thence running with the said wall and with the third line of the land described in the said deed, north 09 degrees 08 minutes 05 seconds east 18.26 feet to a point where the said wall is intersected by the northerly line of another wall; thence continuing with the line of the said wall and with the fourth line of the land described in the said deed, north 09 degrees 08 minutes 05 seconds east 1.00 foot to a P.K. nail set in the said wall; thence leaving the said wall and running with part of the fifth line of the land described in the said deed, north 70 degrees 49 minutes 25 seconds west 42.00 feet to a pipe set; thence continuing with part of the said fifth line, north 70 degrees 49 minutes 25 seconds west 139.00 feet to a pipe set in the southmost right-of-way line of Mayo Road, as shown on Anne Arundel County Department of Public Works Plat No. 4243-X; thence running with the said right-of-way line and with the sixth, seventh, eighth, ninth, tenth, eleventh and twelfth lines of the land described in the aforementioned deed the following seven (7) courses and distances, viz: (1) in an easterly direction by a line curving to the right with a radius of 25 feet, an arc distance of 12.65 feet to a pipe set, (2) north 72 degrees 53 minutes 43 seconds east 4.00 feet to a pipe set, (3) in an easterly direction by a line curving to the right with a radius of 391.02 feet, an arc distance of 187.45 feet to a pipe set, the chord of said arc being north 86 degrees 37 minutes 40 seconds east 185.66 feet, (4) south 79 degrees 38 minutes 15 seconds east 34.57 feet to a pipe set, (5) in a southeasterly direction by a line curving to the right with a radius of 25.00 feet, an arc distance of 39.20 feet to a pipe set, the chord of the said arc being south 34 degrees 43 minutes 20 seconds east 35.31 feet, (6) south 10 degrees 11 minutes 45 seconds west 28.00 feet to a nail set and (7) south 79 degrees 48 minutes 15 seconds east 15.00 feet to the place beginning. Containing 17,005 square feet of land, more or less.

SAVING AND EXCEPTING so much of the above described parcel of ground as was conveyed by Hobart M. Wallace, et ux, to the State of Maryland to the use of the State Highway Administration of the Department of Transportation by Deed dated August 27, 1976 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2885, folio 225.

STATE OF MARYLAND

545 499

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276541

RECORDED IN LIBER 538 FOLIO 448 ON March 8, 1989 (DATE)

1. DEBTOR

Name ECKERT LITHOGRAPH, INC.

Address 611 H & J Hammonds Ferry Road, Linthicum, MD 21090

2. SECURED PARTY

Name SIGNAL CAPITAL CORPORATION

Address Liberty Lane, Hampton, NH 03842

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input type="checkbox"/> XXXXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TRANSFER</p>
	<p>TRANSFEROR: Eckert Lithograph, Inc. 611 H &amp; J Hammonds Ferry Road, Linthicum, MD 21090</p> <p>TRANSFeree: South Pennsylvania Press, Inc. 225 North Forney Avenue, Hanover, PA</p>	

ECKERT LITHOGRAPHIC, INC.  
*[Signature]*  
(signature of Debtor)

SOUTH PENNSYLVANIA PRESS, INC.  
*[Signature]*  
(signature of Debtor)

Dated 9/6/89

*[Signature]*  
(Signature of Secured Party)  
SHEILA SEWALL MAHON  
Type or Print Above Name on Above Line

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266161

RECORDED IN LIBER 508 FOLIO 408 ON 2/11/87 (DATE) Ann Arundel County

1. DEBTOR

Name Scharf, Robert  
Address 4 River Drive; Serena Park, MD 21146

2. SECURED PARTY (Assignee)

Name Chrysler Capital Corporation  
Address Greenwich Office Park 1; Greenwich, CT 06836  
Attention: Sally Hutcheon  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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



Dated 8/9/89

*Sandra J. Long*  
(Signature of Secured Party)

Chrysler Capital Corporation  
Type or Print Above Name on Above Line

1030

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266160

RECORDED IN LIBER 508 FOLIO 407 ON 2/11/87 (DATE) Ann Arundel County

1. DEBTOR

Name Feinstein, Harold & Sandra

Address 1682 Coventry Ct.; Annapolis MD 21401

2. SECURED PARTY (Assignee)

Name Chrysler Capital Corporation

Address Greenwich Office Park 1; Greenwich, CT 06836

Attn: Sally Hutcheon

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>

RECORDED  
POSTAL  
FEB 11 1987  
ANN ARUNDEL COUNTY

BL  
CLERK

Dated 8/9/89

*Bonnie J. Long*  
(Signature of Secured Party)

Chrysler Capital Corporation

Type or Print Above Name on Above Line

155

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266159

RECORDED IN LIBER 508 FOLIO 406 ON 2/11/87 (DATE) Ann Arundel County

1. DEBTOR

Name Bissell, Robert & Corinne

Address 402 Ridgely Avenue; Annapolis, MD 21401

2. SECURED PARTY (Assignee)

Name Chrysler Capital Corporation

Address Greenwich Office Park 1; Greenwich, CT 06836

Attention: Sally Hutcheon

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p><u>Termination</u></p>



Dated 8/9/89

Pamela J. Young  
(Signature of Secured Party)

Chrysler Capital Corporation  
Type or Print Above Name on Above Line

1852

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266162

RECORDED IN LIBER 508 FOLIO 409 ON 2/11/87 (DATE) Ann Arundel County

1. DEBTOR

Name Stuber , Harry K.

Address 3117 Arrowhead Farm Road, Cambridge MD 21054

2. SECURED PARTY (Assignee)

Name Chrysler Capital Corporation

Address Greenwich Office Park 1; Greenwich CT 06836

Attention: Sally Hutcheon

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

3. Maturity date of obligation (if any)

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

Dated 8/9/89

*Bonnie J. Long*  
(Signature of Secured Party)

Chrysler Capital Corporation  
Type or Print Above Name on Above Line

1650

545-504

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 64027

RECORDED IN LIBER 98 FOLIO 326 ON September 7, 1967 (DATE)

1. DEBTOR

Name Marley Television Company, Inc. t/a Bay TV, Inc.

Address 798 Ritchie Highway Severna Park, Maryland 21146 &  
7400 Ritchie Highway Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court Savage, MD 20763

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Please amend debtor address to read: 798 Ritchie Highway, Severna Park, Maryland 21146  
Also, please amend secured party name to read: Whirlpool Financial Corporation

Marley Television Company, Inc.

By *Paul H. Brown*  
signature of debtor  
Paul H. Brown - President

Dated 8-28-89

Whirlpool Acceptance Corporation  
By *J. L. Giannattasio* 8/31/89  
(Signature of Secured Party)  
J. L. Giannattasio - Branch Manager  
Type or Print Above Name on Above Line

**PARTIES**

Debtor name (last name first if individual) and mailing address:  
**GALVIN BUNNIE A.**  
**132 LYONS CREEK ESTATES**  
**LOTHIAN MD 20711**

Debtor name (last name first if individual) and mailing address:  
**GALVIN JR. EDWARD J.**  
**132 LYONS CREEK ESTATES**  
**LOTHIAN MD 20711**

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**  
*RC Swire, 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) **545-5115** Date, Time, Filing Office (stamped by filing officer): **270 133** **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:  
**1976 REDMAN FLAMINGO 14 X 70**  
**SERIAL # 12206928 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):  
**GALVIN BUNNIE A.** *Bunnie A. Galvin*  
**GALVIN JR. EDWARD J.** *Edward J. Galvin Jr.*

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  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN, 55303  
(612) 421-1713

*12-*

**PARTIES**

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

METZ DELBERT G.  
994 RIO VISTA PARK  
LOTHIAN MD 21227

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

METZ NORMA J.  
994 RIO VISTA PARK  
LOTHIAN MD 21227

**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  
*[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):

275100  
545 506

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. County \_\_\_\_\_

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:

1984 CHAMPION 4948608201AB TITAN 24 X 60  
SERIAL # - 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):**

METZ DELBERT G. *[Signature]*

METZ NORMA J. *[Signature]*

**RETURN RECEIPT TO:**

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

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

545 507

270500

Anne Arundel County Clerk of Circuit Court

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

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

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below. \$ \_\_\_\_\_

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

1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.

Address P.O. Box 369, Millersville, Maryland 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926, Lancaster, PA 17604

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926  
Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

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

One (1) Gradall Hydraulic Excavator, Model G880, S/N G99003

Complete with all attachments now and hereinafter acquired.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Anne Arundel Excavating, Inc.

*George A. Edwards, P.*

(Signature of Debtor or Assignor)

George A. Edwards, President

*George A. Edwards, P.*

(Signature of Debtor or Assignor)

Equipment Finance, Inc.

*Michael J. Schlager, V.P.*

(Signature of Secured Party or Assignee)

Michael J. Schlager, V.P.

(Signature of Secured Party or Assignee)

1/50

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

545 508 278501

Anne Arundel County Clerk of Circuit Court

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

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

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below. \$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.

Address P.O. Box 369, Millersville, Maryland 21108

2. SECURED PARTY (OR ASSIGNEE)  
SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926, Lancaster, PA 17604

ASSIGNEE:  
EQUIPMENT FINANCE, INC.  
P. O. Box 4926  
Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

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

One (1) Dresser Vibratory Compactor, Model VOSD66A, S/N 490180

Complete with all attachments now and hereinafter acquired. CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Anne Arundel Excavating, Inc.

George A. Edwards, P.

(Signature of Debtor or Assignor)

George A. Edwards, President

George A. Edwards, P.

(Signature of Debtor or Assignor)

Equipment Finance, Inc.

Michael J. Schlager, V.P.

(Signature of Secured Party or Assignee)

Michael J. Schlager, V.P.

(Signature of Secured Party or Assignee)

11

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

545 PAGE 509

Anne Arundel County Clerk of Circuit Court

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

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

FINANCING STATEMENT

If subject to recordation indicate amount of debt below. \$

Identifying File No. \_\_\_\_\_

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

1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.

Address P.O. Box 369, Millersville, Maryland 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926, Lancaster, PA 17604

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

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

One (1) Dresser Crawler Tractor, Model TD8E, S/N 10388

Complete with all attachments now and hereinafter acquired.

CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Anne Arundel Excavating, Inc.

George A. Edwards, P.  
(Signature of Debtor or Assignor)

George A. Edwards, President

George A. Edwards, P.  
(Signature of Debtor or Assignor)

Equipment Finance, Inc.

Michael J. Schlager, V.P.  
(Signature of Secured Party or Assignee)

Michael J. Schlager, V.P.

(Signature of Secured Party or Assignee)

11

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

278503

545 510

Anne Arundel County Clerk of Circuit Court

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

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

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below. \$ \_\_\_\_\_

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

1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.

Address P.O. Box 369, Millersville, Maryland 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926, Lancaster, PA 17604

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

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

- One (1) Used Dresser Crawler Tractor, Model TD8E, S/N 10388
- One (1) Dresser Wheel Loader, Model 520B, S/N C006326
- One (1) Used Caterpillar Motor Scraper, Model 613, S/N 71M831
- Complete with all attachments now and hereinafter acquired.

CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Anne Arundel Excavating, Inc.

George A. Edwards, President  
(Signature of Debtor or Assignor)

George A. Edwards, President  
(Signature of Debtor or Assignor)

Equipment Finance, Inc.

Michael J. Schlager, V.P.  
(Signature of Secured Party or Assignee)

Michael J. Schlager, V.P.  
(Signature of Secured Party or Assignee)

11

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

278504

545-511

Anne Arundel County Clerk of Circuit Court

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

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

FINANCING STATEMENT

If subject to recordation indicate amount of debt below. \$ \_\_\_\_\_

Identifying File No. \_\_\_\_\_

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

1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.

Address P.O. Box 369, Millersville, Maryland 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926, Lancaster, PA 17604

ASSIGNEE:

EQUIPMENT FINANCE, INC.

P. O. Box 4926

Lancaster, PA 17604

3. Maturity date of obligation (if any) \_\_\_\_\_

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

One (1) Caterpillar Crawler Loader, Model 955L, S/N 85J11147

One (1) Used Fiat-Allis Crawler Loader, Model FL10C, S/N 113693

Complete with all attachments now and hereinafter acquired.

CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Anne Arundel Excavating, Inc.

George A. Edwards, P.  
(Signature of Debtor or Assignor)

George A. Edwards, President

George A. Edwards, P.  
(Signature of Debtor or Assignor)

Equipment Finance, Inc.

Michael J. Schlager, V.P.  
(Signature of Secured Party or Assignee)

Michael J. Schlager, V.P.

\_\_\_\_\_  
(Signature of Secured Party or Assignee)

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 8-16-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stephen W. Hudyman  
Address 236 11<sup>th</sup> Street Pasadena, MD 21122

2. SECURED PARTY

Name John Deere  
Address 1701 Georgesville Road  
Columbus OH 43228-2499

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

3. Maturity date of obligation (if any) March 1, 1993

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

John Deere 420 tractor CK  
SERIAL # M00430X500084

CHECK  THE LINES WHICH APPLY

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

STEPHEN HUDYMAN  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

RICK DIBBS  
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name William D. Cecil

Address 331 Green Ridge Road, Dunkirk, MD 20754

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Drive, Annapolis, MD 21401

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

-New John Deere 285 Lawn & Garden Tractor w/50" mower

S/N M00285B605938

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X *William D. Cecil*  
(Signature of Debtor)

William D. Cecil  
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

1150

11.50  
+ Tax

545-514

FINANCING STATEMENT

270577

- 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 \$ 21,840.00. 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, Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 The Empire Construction Company 700 Pittman Road  
 Baltimore, MD 21226

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

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

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

GK

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

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

Debtors  
 The Empire Construction Company \_\_\_\_\_ (Seal)  
 BY: [Signature] \_\_\_\_\_ (Seal)  
 Lyle K. Aaby, Executive Vice President

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

11  
154  
-50

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

SCHEDULE A

545 515

THIS SCHEDULE "A" is attached to and made a part of a Financing Statement to Equitable Bank, National Association from The Empire Construction Company.

Section 7F. Continued

1961 (SIX) USA  
P (SIX) USA  
(1) 1000 Gradall serial #NT-74725

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

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

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 259559 recorded in Liber 492 Folio 378 on 12/11/85 at Anne Arundel County

1. DEBTOR(S): Ruth Rider, Inc.  
 ADDRESS(ES): 161 Jennifer Street, Annapolis, Maryland  
566A Ritchie Highway, Severna Park, Maryland

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Carol Marshall  
 ADDRESS: MAILSTOP: 500276; Post Office Box 987, Baltimore, Maryland 21203  
6100 Executive Blvd., Suite 500, Rockville, MD 20852

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

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

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

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

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

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

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

8. Additional address where collateral is held:  
566A Ritchie Highway, Severna Park, Maryland

DEBTOR(S): Ruth Rider, Inc.  
(Signature necessary only if Item 6 is applicable)

BY:  [Signature] (SEAL)  
Michael J. Rider, President

BY: \_\_\_\_\_ (SEAL)  
Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
BY  [Signature] (SEAL)  
Peter W. Gray, Vice President  
(Type Name and Title)

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

207-126 REV 4 86

[Handwritten mark]

*To the Clerk*

Do not record this page. This information on this side is for the Secured Party's internal use only.

*Instructions**1. Statements of Amendment to Add Collateral*

When filing a statement of amendment to add collateral, use the standardized descriptions below, preceded by the following language: "The original Financing Statement is amended to cover the following additional property of Debtor as collateral." Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 6, to indicate whether the statement of amendment is subject to recordation tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recordation tax if one of the standard exemptions from tax is available, with certain exceptions. No instrument subject to recordation tax may be recorded until the tax has been paid.

When the space on the front of number 8 will not accommodate the property descriptions to be typed, these property descriptions can be continued, or typed entirely, on a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is insured against various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

*2. Standard Descriptions of Property*

*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.

*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.

*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.

*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.

*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.

*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.

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

*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.

*3. Insurance on Collateral*

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

*4. Where Collateral May Be a Fixture*

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"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 of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

## Schedule A

## Ruth Rider, Inc. -- Store Locations

1227 EMMET STREET  
CHARLOTTESVILLE, VA

3069 NUTLEY STREET  
FAIRFAX, VA

7514 LEESBURG PIKE  
FALLS CHURCH, VA

3524 SOUTH JEFFERSON ST.  
BAILEYS' CROSSROADS, VA

POTOMAC MILLS SHOPPING CTR  
PRINCE WILLIAM, VA

8430-C OLD KEENE MILL RD  
SPRINGFIELD, VA

8329 SUDLEY ROAD  
MANASSAS, VA

6198-M LITTLE RIVER TURNPIKE  
ALEXANDRIA, VA

9043 WEST BROAD STREET  
RICHMOND, VA

5808 GROVE AVENUE  
RICHMOND, VA

11306 MIDLOTHIAN TURNPIKE  
RICHMOND, VA

415-I N. MILITARY HIGHWAY  
NORFOLK, VA 23502

5215 FAIRFIELD SHOPPING CENTER  
VIRGINIA BEACH, VA 23464

2119 A COLISEUM DRIVE  
HAMPTON, VA 23666

12233 JEFFERSON AVE  
NEWPORT NEWS, VA 23602

9600-U MAIN STREET  
FAIRFAX, VA 22301

6090 ROSE HILL DRIVE  
ALEXANDRIA, VA 22310

7514 LEESBURG PIKE  
FALLS CHURCH, VA

16021A INDUSTRIAL DRIVE, BAY 4  
GAITHERSBURG, MD 20877

7980 NEW HAMPSHIRE AVENUE  
LANGLEY PARK, MD 20783

9655 LOST KNIFE ROAD  
GAITHERSBURG, MD

10450 AUTO PARK ROAD  
BETHESDA, MD

150-C JENNIFER ROAD  
ANNAPOLIS, MD

15709 COLUMBIA PIKE, D-3  
BURTONSVILLE, MD 20866

13529 CONNECTICUT AVE.  
WHEATON, MD 20906

566A RITCHIE HIGHWAY  
SEVERNA PARK, MD

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

Roll No. 412 Page No. 77  
Identification No. 227005 Dated August 2, 1979

1. Debtor(s) { Hospitality House of Annapolis  
Name or Names—Print or Type  
2 E. Fayette St., Balto., MD 21202  
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank  
Name or Names—Print or Type  
10 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>



SEARCHED 10.00  
INDEXED .50  
SERIALIZED 1345 001 71318  
1979/08/29

Dated: August 21, 1989  
Maryland National Bank  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Lawrence J. Grady, Jr., Sn. V.P.  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO:  
HOME TITLE COMPANY, INC.  
Two East Fayette Street  
Baltimore, Maryland 21202  
(301) 727-2878

10

545 520

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 412 Page No. 81  
Identification No. 227007 Dated August 2, 1979

1. Debtor(s) { Hospitality House of Annapolis\*  
Name or Names—Print or Type c/o William L. Siskind, Esq.  
2 E. Fayette St., Balto., MD 21202  
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank  
Name or Names—Print or Type  
10 Light Street, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
BALTIMORE COUNTY MD 21202

<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>



\*Additional Debtors: Pikesville Hotel Limited Partnership  
c/o William L. Siskind, Esq.  
2 E. Fayette Street  
Baltimore, Maryland 21202  
  
Metropolitan Hotels, Inc.  
c/o William L. Siskind, Esq.  
2 E. Fayette Street  
Baltimore, Maryland 21202

Dated: August 21, 1989 \_\_\_\_\_  
Maryland National Bank  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
Lawrence J. Grady, Jr., Sn.V.P.  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO:  
HOME TITLE COMPANY, INC.  
Two East Fayette Street  
Baltimore, Maryland 21202  
(301) 727-2878

20

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

TO BE RECORDED AMONG THE CHATTEL  
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

Date: August 31, 1989

Debtor:

MONTGOMERY MODEL HOMES, INC.

Address:6290 Montrose Road  
Rockville, Maryland 20852Secured Party:

MONTGOMERY MORTGAGE, INC.

6290 Montrose Road  
Rockville, Maryland 20852

THE UNDERLYING SECURED TRANSACTION BEING PUBLICIZED BY THIS SECURITY AGREEMENT AND FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY TITLE 12, TAX-PROPERTY VOLUME, OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED.

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code of the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of Two Hundred Fifty-six Thousand Dollars (\$256,000.00) from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to William E. Thompson and Mary C. Swain, Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

CK

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the

17.5

Debtor, and any and all replacements thereof, additions there-  
to 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, plumb-  
ing, 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, cur-  
tains, drapery and curtain rods, venetian blinds, furniture,  
furnishings, carpeting and floor coverings, screens, storm  
doors and windows, stoves, gas and electric ranges, refriger-  
ators, garbage disposals, sump pumps, washers, dryers, vacuum  
cleaners, vacuum cleaning systems, floor cleaning, waxing and  
polishing apparatus, attached cabinets, brackets, electrical  
signs, partitions, ducts and compressors, ornaments, tools,  
rugs, linoleum and other floor coverings, and signs, including  
all equipment installed or to be installed or used or usable  
in connection with the operation of any improvements and  
appurtenant facilities erected or to be erected upon the Prem-  
ises or appropriated to the use thereof, and whether affixed  
or annexed or not; and

(b) All of the right, title, interest, estate,  
claim or demand of the Debtor either at law or in equity in  
and to all architectural, engineering and similar plans,  
specifications, drawings, renderings, profiles, studies, shop  
drawings, reports, plats, surveys and the like, all tap fees  
and deposits with utility companies, and all permits and the  
like, relating to or utilized in connection with the Premises  
or any improvements or appurtenant facilities erected or to  
be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits,  
avails and other income of and from the Premises and the  
collateral; and

(d) All awards or payments in lieu thereof, includ-  
ing interest thereon, and the right to receive same as a  
result of any taking or condemnation pursuant to any govern-  
mental or other power of eminent domain or changes of grade,  
alignment, access rights or other street alterations, or other  
sources of funds available due to any injury to the Premises  
or the state or value thereof.

4. This Security Agreement and Financing Statement does  
not cover any trade fixtures or other personal property owned  
by bona fide tenants of all or any portion of the Premises if  
such tenants have the right to remove the same at or before  
the expiration of the terms of their leases.

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

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

DEBTOR:

MONTGOMERY MODEL HOMES, INC.

ATTEST:

Walter A. Egan

By Richard R. Cotton  
Richard R. Cotton, President

SECURED PARTY:

MONTGOMERY MORTGAGE, INC.

ATTEST:

Walter S. Ewell

By Richard R. Cotton  
Richard R. Cotton, President

sww4i8

545 524

EXHIBIT "A"

Property Description

LOT NO. 36 AS SHOWN ON THE PLAT ENTITLED, "KEYES FARM", WHICH PLAT IS RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN PLAT BOOK 118, PAGE 16. BEING IN THE SECOND ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

AFTER RECORDING, PLEASE RETURN TO:  
GARY J. STEIN, ESQUIRE  
SHULMAN, ROGERS, GANDAL, PORDY & ECKER, P.A.  
11921 ROCKVILLE PIKE, SUITE 300  
ROCKVILLE, MARYLAND 20852  
FILE NO. 51-067-052

**PARTIES**

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

Debtor name (last name first if individual) and mailing address:  
PALMER SYLVIA E.  
LOT A18 HOLIDAY MOBILE ESTATES  
JESSUP MD 20794

Filing No. (stamped by filing officer): 278509  
Date, Time, Filing Office (stamped by filing officer):  
RECORD FEE 11.00  
#450970 0777 R03 T15:03  
09/08/89  
CK H. ERLE SCHAFER  
AA CO. CIRCUIT COURT

Debtor name (last name first if individual) and mailing address:  
LOT A18 HOLIDAY MOBILE 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:

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:  
BRYANT & BRYANT  
3262 SUPERIOR LANE #245  
BOWIE, MD 20715

COLLATERAL  
Identify collateral by item and/or type  
1988 ZIMMER 14 Y 70  
SERIAL # ZEP20666 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 IN 16 CFR 444.1(k)(1) 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  
WOODBRIDGE, 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.

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 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).

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):  
BRYANT & BRYANT  
*Anna M Bryant - President*

DEBTOR SIGNATURE(S)  
Debtor Signature(s):  
1 PALMER SYLVIA E. *Sylvia Elizabeth Palmer*

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

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

FILING OFFICE ORIGINAL  
NOTE - This page will not be returned by the Department of State.

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN, 55303  
(612) 421-1713

11

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244619

RECORDED IN LIBER 455 FOLIO 55 ON 10-14-82 (DATE)

1. DEBTOR

Name ZBORAI TIRE & SERVICE CENTER, INC.
Address 7501 BALTIMORE-ANNAPOLIS BLVD.-GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY
Address P.O. BOX 2010
NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.

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

3. Maturity date of obligation (if any) 10-13-94

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other: AMENDMENT. Includes a stamp for RECORD FEE 10.00 and POSTAGE .50.

Signature of George K. Zborai
SIGNATURE OF DEBTOR

Dated
ZBORAI TIRE & SERVICE CENTER, INC.

Signature of Judith T. Van Pelt
(Signature of Secured Party)
THE GOODYEAR TIRE & RUBBER COMPANY
Type or Print Above Name on Above Line

1056

515-527

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244618

RECORDED IN LIBER 455 FOLIO 54 ON 10-14-82 (DATE)

1. DEBTOR

Name ZBORAI TIRE AND SERVICE CENTER, INC.
Address 7501 BALTIMORE-ANNAPOLIS BLVD.-GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY
Address P.O. BOX 2010
NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.

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

3. Maturity date of obligation (if any) 10-13-94

CHECK ONE FORM OF STATEMENT

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other: AMENDMENT. Includes a section for D. AMENDMENT: SECURED PARTY ADDRESS CHANGE TO: THE GOODYEAR TIRE & RUBBER COMPANY...

DJ

RECORD FEE 10.00
POSTAGE .50
#450990 0777 R03 T15:04
09/08/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Signature of Debtor: Gary K. Zborai

Dated:
ZBORAI TIRE AND SERVICE CENTER, INC.
NAME OF DEBTOR

Signature of Secured Party: Judith T. ...
THE GOODYEAR TIRE & RUBBER COMPANY
Type or Print Above Name on Above Line

1050

545 528

2335(427)

8/31/89 SL AACo.

MARYLAND FINANCING STATEMENT

278510 UCC-1

- Not Subject to Recordation Tax - Conditional Sales Contract
- Recordation Tax of \$ \_\_\_\_\_ on \_\_\_\_\_ Contract
- Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

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

1. DEBTOR: George M. King Contractors, Inc.  
(Name or Names)  
1795 Severn Chapel Road Millersville, Maryland 21108  
(Address)
- DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)
2. SECURED PARTY: The Milton James Company  
(Name or Names)  
8411 Pulaski Highway Baltimore, Maryland 21237  
(Address)
3. ASSIGNEE (if any)  
of SECURED PARTY: Signet Bank/Maryland  
(Name or Names)  
P.O. Box 22497 Baltimore, Maryland 21203  
(Address)

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

One (1) 1988 John Deere Model 750B Long Track Crawler Dozer w/ROPS,  
S/N T0750BH - 748458.

RECEIVED  
FEB 11 1990  
CLERK OF DISTRICT COURT  
BALTIMORE, MARYLAND  
CK

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT  
SELLER IS SECURED PARTY

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

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

DEBTOR(S):  
GEORGE M. KING CONTRACTORS, INC.  
By: Robert F. Watson President  
(Type or print name of person signing)

SECURED PARTY:  
THE MILTON JAMES COMPANY  
By: William C. Drollinger, Jr.  
(Type or print name of person signing)

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

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

STATE OF MARYLAND

545-529

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 478 FOLIO 35 ON September 24, 1984 (DATE)

1. DEBTOR

Name Joseph F. Bee, Jr.

Address 1243 Silver Run Drive, Pasadena, Md. 21122

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield Road

Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<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>



IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated September 6, 1989

Susan L. Thompson  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President

Type or Print Above Name on Above Line

71-11  
AA Co.

1050

545-530

Recordation paid to SDAT  
8/31/89 in amt of \$1,155.00  
FINANCING STATEMENT

278511

1. Name and Address of DEBTOR  
MAP Automotive Warehouse, Inc.  
804 N. Franklinton Road  
Baltimore, Maryland 21216
2. Name and Address of SECURED PARTIES  
Martin Goldman  
Harvey Goldman  
8418 Stevenson Road  
Baltimore, Maryland 21208

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

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures, supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto, 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, including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; 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 and all other now owned and hereafter acquired assets of Debtor, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchases and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance;

(2) All proceeds (including insurance proceeds) and products of the above-described Collateral; and

(3) All of the actual books and records pertaining to any of the above-described items of Collateral.

Proceeds of all collateral are covered.

(4) The above-described Collateral are affixed or to be affixed to the real estate identified in Exhibit A attached hereto and incorporated herein by reference.

DEBTOR:

MAP AUTOMOTIVE WAREHOUSE, INC.

By: Robert Ginsburg (SEAL)  
Robert Ginsburg, President

11.50

Mr. Clerk: Return to:

Gary Aiken, Esq.  
Friedman & Friedman  
409 Washington Ave., Suite 900  
Towson, Maryland 21204  
(301) 494-0100

↑

545-531

EXHIBIT A

804-828 N. Franklinton Road  
Baltimore, Maryland 21216

4001 Seven Mile Lane  
Baltimore, Maryland

7080 Furnace Branch Road, N.E.  
Glen Burnie, Maryland 21061

4713 Gwynn Oak Avenue  
Baltimore, Maryland

1935 Frederick Avenue  
Baltimore, Maryland 21216

Any other business location  
hereafter occupied by Debtor

2341B/1-10  
GPA: jel;3

PARTIES

FINANCING STATEMENT

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

278512

045 032

Debtor name (last name first if individual) and mailing address:  
WILLINGHAM DANIEL M.  
CENTRAL PORT INT  
ANNAPOLIS MD 21401

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

Debtor name (last name first if individual) and mailing address:  
CENTRAL PORT INT  
ANNAPOLIS MD 21401

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:

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:  
UTRGNTA MORTG HOME S, INC.  
9720 LFF HWY.  
FATFAX, VIRGINIA 22031

COLLATERAL

Identify collateral by item and/or type:  
1990 PALM HARBOR 14 X 70  
SERIAL # PH113772 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(T) 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  
WOODBRIDGE, 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

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)

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):

UTRGNTA MORTG HOME S, INC.  
R.G.F. V.P.

DEBTOR SIGNATURE(S)  
Debtor Signature(s):  
WILLINGHAM DANIEL M.  
1a *[Signature]*  
1b

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

1150

**PARTIES**

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

Phares  
~~PHARES~~ JAMES A.  
 18 DIANE DRIVE  
 LOTHIAN MD 20711

1

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

Phares Pauline E.  
~~PHARES PAULEEN E.~~  
 18 DIANE DRIVE  
 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:

PROFESSIONAL MH BROKERS  
 10401 LANHAM-SEVERN ROAD  
 LANHAM, MD 20706

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  
 WOODBRIDGE, 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):

PROFESSIONAL MH BROKERS

*[Signature]*

4

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

545-533

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

278513

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:

1978 SKYLINE HOMETTE 14 X 70  
 SERIAL # 03100771L 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: Bank \_\_\_\_\_ 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 PHARES JAMES A. *[Signature]*  
 1a PHARES PAULEEN E. *[Signature]*

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER  
 WOODBRIDGE, VA 22192

12

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REORDER FROM  
**Registré, Inc.**  
 514 PIERCE ST.  
 P.O. BOX 218  
 ANOKA, MN, 55303  
 (612) 421-1713

125

PARTIES

FINANCING STATEMENT  
Uniform Commercial Code Form UCC-1  
IMPORTANT-Please read instructions on  
reverse side of page 4 before completing

278514

Debtor name (last name first if individual) and mailing address:

ELLIS RICHARD N.  
LOT #91 PATUXENT MHP  
LOTHIAN MD 20711

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

RECORD FEE \$2.00  
FILING OFFICE NO. 13842  
UNIVERSITY CITY  
GK  
5

Debtor name (last name first if individual) and mailing address:

ELLIS NANCY L.  
LOT #91 PATUXENT MHP  
LOTHIAN MD 20711

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:

1977 ZIMMER WINDSOR 14 X 70  
SERIAL # ZWI70146195 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):

ELLIS RICHARD N. *Richard N. Ellis*

ELLIS NANCY L. *Nancy L. Ellis*

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER  
WOODBIDGE, VA 22192

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

*Thomas C. Swire, agent*

STANDARD FORM - FORM UCC-1 (1-1-89)  
Approved by Secretary of Commonwealth of Pennsylvania

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

REORDER FROM  
Registre, Inc.  
514 PIERCE ST.  
P.O. BOX 218  
ANGKA, MN, 55303  
(612) 421-1713

12

RECORD IN FINANCING STATEMENTS RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Evergreen Builders, Inc.
(Name or Names—Last Name First)
2 Evergreen Road, Severna Park, MD 21146
(Address)

2. SECURED PARTY: Eastern Savings Bank, fsb
(Name or Names)
Executive Plaza II, 11350 McCormick Road, Suite 200, Hunt Valley
(Address) MD 21031

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
POSTAGE .50
CK 09/08/89

(If additional sheets are attached hereto, state number thereof: TWC)

6. Proceeds of collateral are covered hereunder: YES [X] NO [ ]

7. This transaction (is) (~~is not~~) exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$88,000.00 Required Recording Taxes paid to Clerk of Circuit Court of Anne Arundel County, Maryland

9. Filed with: Land Records of Anne Arundel County, Maryland

10. RETURN TO: Semmes, Bowen & Semmes, 250 West Pratt St., Baltimore, MD

Dated this 4th day of August, 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

Handwritten marks: 13 and a signature

545 536

EXHIBIT "A"

KNOWN AND DESIGNATED as Lots Numbered 68, 69, 70, and 71,  
of Green Haven, 3rd District, which said Plat is recorded  
in the Land Records of Anne Arundel County in Liber J.H.H. No.  
folio 51.

545 536

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Numbered 68, 69, 70, and 71,  
Plat "C" of Green Haven, 3rd District, which said Plat is recorded  
among the Land Records of Anne Arundel County in Liber J.H.H. No.  
199, folio 51.

## EXHIBIT "B"

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.

e. The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property.

WILLIAM M. SIMMONS  
ATTORNEY AT LAW  
135 GORMAN STREET  
P. O. BOX 2366  
ANNAPOLIS, MD 21404  
File # 5715 (City)

545-538

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 490 Page No. 202  
Identification No. 258659 Dated Sept. 30, 1985

1. Debtor(s) { 20 West Associates  
Name or Names—Print or Type  
20 West Street Annapolis, Md. 21401  
Address—Street No., City - County State Zip Code
2. Secured Party { First National Bank of Md.  
Name or Names—Print or Type  
83 Forest Plaza Annapolis, Md. 21401  
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) \_\_\_\_\_
4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated

RECORD FEE \$4.00  
STAMPING \$1.50  
RECORDING FEE \$1.00  
TOTAL \$6.50  
JUL 11 1989  
BL  
CLERK

Dated: June 12, 1989

First National Bank of Md.  
Trudye N. Weisberg  
(Name of Secured Party)  
*Trudye N. Weisberg*  
(Signature of Secured Party)  
Loan Accounting Officer  
Type or Print (Include Title if Company)

1033

**FINANCING STATEMENT**

TO BE RECORDED AMONG THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND 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:        | FT. SMALLWOOD MINI WAREHOUSE PARTNERSHIP<br>c/o Steffey Realtors, Inc.<br>540 Baltimore-Annapolis Boulevard<br>Severna Park, Maryland 21146 |
| 2. NAME AND ADDRESS OF SECURED PARTY: | MARYLAND NATIONAL BANK<br>Real Estate Industries Group<br>10 Light Street, 19th Floor<br>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

22

attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated September 7, 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.



PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Being all of the land described in a conveyance from 84 Lumber Company to William Thorley and William F. Patterson, by deed dated July 23, 1985 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3927 at Folio 31; and being more particularly described as follows:

Beginning for the same at a point in the northerly right-of-way line of Maryland Route 173 (Fort Smallwood Road) as shown on Maryland State Highway Administration. Right-of-Way plat No. 46084, thence along the southerly and easterly outlines of the remainder of the land described in a conveyance to said 84 Lumber Company by deed dated January 26, 1981 and recorded among said Land Records in Liber 3381 at Folio 704, the following seven (7) courses:

1. North 68° 03' 16" East 164.12 feet to a point, thence
2. North 76° 48' 11" East 106.73 feet to a point, thence
3. North 62° 20' 25" East 154.96 feet to a point, thence
4. North 37° 35' 14" East 31.25 feet to a point, thence
5. North 24° 44' 51" West 112.15 feet to a point, thence
6. North 40° 15' 04" West 55.30 feet to a steel pin found, and thence
7. North 17° 29' 00" West 114.41 feet to an iron pipe found, thence along the southerly outline of the land described in a conveyance to Anne Arundel Sanitary Commission by deed recorded among said Land Records in Liber 805 at Folio 359.
8. North 72° 34' 11" East 223.44 feet to an iron pipe found, passing over an iron pipe found at 134.91 feet from the beginning of said course; thence along the westerly outline of the land described in a conveyance to Albert L. Phelps by deed dated 1931 and recorded among said Land Records in Liber FSR 85 Folio 344.

PROPERTY DESCRIPTION

9. South 49° 33' 53" East 530.32 feet to and iron pipe found; thence along the northerly outline of the land described in a conveyance to Louie See Door and Catherine G. Door by deed dated July 19, 1985 and recorded among said land Records in Liber 4014 at Folio 340.
10. South 65° 49' 46" West 620.33 feet to an iron pipe found, passing over an iron pipe found at 39.10 feet from the beginning of said course; thence along the easterly and northerly outlines of the land described in a conveyance to J R Car Wash, Inc. by deed dated March 16, 1987 and recorded among said Land Records in Liber 4334 at Folio 191, the following (2) courses:
11. North 50° 04' 55" West 200.00 feet to a point, and thence
12. South 65° 47' 45" West 164.34 feet to a point in the aforesaid right-of-way line of Maryland Route 173; thence along side line.
13. 55.12 feet along the arc of a curve deflecting to the left, having a radius of 4616.66 feet and a chord bearing and distance of North 51° 16' 11" West 55.12 feet to the point of beginning, containing 218,494 square feet or 5.0159 acres of land.

275517

315 544

FINANCING STATEMENT

For Filing Officer Use	
File No. ....	.....
Date &	.....
Hour .....	.....

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT 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
--	-----	--------	------	-------

MILLER, JIMMIE A.		544 Choptank Cove Court,	Annapolis,	Maryland
MILLER, MARGARET		544 Choptank Cove Court,	Annapolis,	Maryland
SCHAEFER, RONALD L.		9123 Friars Road,	Bethesda,	Maryland
SCHAEFER, MADELYN		9123 Friars Road,	Bethesda,	Maryland

* Name of Secured Party or assignee	No.	Street	City	State
DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda, Md.	20814

1. This financing statement covers the following type(s) of property: (List or describe items may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

KATZ, FROHE SLAN & BLECHER, P.A.  
ATTORNEYS AT LAW  
10605 CONCORD STREET  
KENSINGTON, MD 20895-5514

\*Additional Assignor: COOK, CHARLES

RECORD FEE 15.00  
POSTAGE 1.00  
453249 CHIT 103 10/13/90  
10/11/90



RETURN TO

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  Part of the 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 block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is 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)

Jimmie A. Miller (SEAL) \_\_\_\_\_ (Seal)  
JIMMIE A. MILLER (Corporate, Trade or Firm Name)

Margaret Miller (SEAL) \_\_\_\_\_  
MARGARET MILLER (Signature of Secured Party or Assignee)

Ronald L. Schaefer (SEAL) \_\_\_\_\_  
RONALD L. SCHAEFER (Owner, Partner or Officer and Title)  
(Signatures must be in ink)

Madelyn Schaefer (SEAL)  
MADELYN SCHAEFER

Charles Cook (SEAL)  
CHARLES COOK

152



EXHIBIT "A"

Beginning for the same at a point located in the southerly right-of-way line of Midway Road (80.00) at a point located South 73 55' 22" East, 264.07', from point Number 2 on the Record Plat of Midway Industrial Park, Plat Two as recorded in Plat Book 58, folio 17, thence along said right-of-way line, referring the courses of this description to the Maryland State Grid Meridian;

- 1) South 73 degrees 55' 22" East, 301.97; thence
- 2) South 33 degrees 04' 22" East, 37.82; to the westerly right-of-way line of Telegraph Road, thence along said right of way line
- 3) South 07 degrees 46' 38" West, 110.67' thence leaving said right-of-way
- 4) North 80 degrees 07' 44" West, 331.33' thence
- 5) North 10 degrees 18' 38" East, 170.92', to the point of beginning;

Containing 1.147 acres of land, more or less.

Being part of Lot 1, Block C, Midway Industrial Park, Plat Book 61 at Plat 48.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

276518

545 546

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Emmerich, H, Dorsey 4776 Solomons Island Road, Harwood, Maryland 20776	2. Secured Party(ies) and address(es) South End Garage, Inc. Rt. 5 P.O. Box 160 Hughesville, Maryland 21637	For Filing Officer (Date, Time, Number, and Filing Office)  JUN 10 1957 HESSTON KANSAS
4. This financing statement covers the following types (or items) of property:  New--Hesston 530 Baler. SN--R53001286.		5. Assignee(s) of Secured Party and Address(es)  HESSTON CORPORATION P.O. Box 4000 Hesston, Kansas 67062

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

H. Dorsey Emmerich \_\_\_\_\_  
 By: H. Dorsey Emmerich Signature(s) of Debtor(s)

South End Garage, Inc. \_\_\_\_\_  
 By: William A. Bidwell Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

545 547

278519

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 8/25/89 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 8/17/89, Schedule # 01, dated 8/17/89 between Assignor as Lessor and LEASE ACCOUNT # 180984 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 8/25/89 between Assignor and Assignee:

1 (one) 1989 New Cadillac 4 Door Limousine - S/N 1G6DW51Y1K5714495

TW

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

*Not subject to recordation tax*

(If collateral is goods which are or are to become fixtures) The above 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)

Barry C. Apert  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

172

545 548

278500

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 Sogelease 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 Sogelease Corporation of certain lease payments under certain True Lease Assignment dated May 3, 1988, Schedule #01, dated May 4, 1988 between Assignor as Lessor and LEASE ACCOUNT # 305088 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 July 29, 1988 between Assignor and Assignee:

(2) Two NLB liquid blasters, S/N's 58324 & 886140

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

*Not subject to recordation tax*

(If 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)

TransFinancial Leasing Corp.

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Sogelease Corporation

*LA# 1780*

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

*K.R. Adams*  
\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

*1/100*

278521

545 549

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. \_\_\_\_\_

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 8/11/89, Schedule # 01, dated 8/11/89 between Assignor as Lessor and LEASE ACCOUNT # 981180 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 8/23/89 between Assignor and Assignee:

- (1) One Yale forklift model GLC050RDNUAE083 w/sideshifter S/N 475050
- (2) Two Yale forklift model GLC030CDNUAE083 w/sideshifter S/N's 475897, 475992
- (4) Four Yale forklifts model GLC030CDNUAE083 w/sideshifter S/N's 476990, 476991, 476992, 476993

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

*Not subject to recordation tax*

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

2760

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TransFinancial Leasing Corp.  
*Frank Sarro*  
\_\_\_\_\_  
(Signature of Debtor)

Frank J. Sarro, III, President  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

*in as* \_\_\_\_\_ *VP*  
(Signature of Secured Party)  
*K.R. Adams* \_\_\_\_\_ *V.P.*  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

*1/50*

STATE OF MARYLAND

545 550

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272868

RECORDED IN LIBER 527 FOLIO 67 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<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"/> XXX (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORDED  
INDEXED  
MAY 17 1988  
MAY 17 1988

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated September 6, 1989

*Susan L. Thompson*  
(Signature of Secured Party)

Susan L. Thompson, Senior Vice President  
Type or Print Above Name on Above Line

BICK

15.00

1401 - A.A. Co.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 272867

RECORDED IN LIBER 527 FOLIO 66 ON May 17, 1988 (DATE)

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, Md.

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Address 7711 Quarterfield 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)

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>

RECEIVED  
FILED  
MAY 17 1988  
CLERK OF THE COURT  
BALTIMORE, MARYLAND

IRVINGTON FEDERAL SAVINGS & LOAN ASSN.

Dated September 6, 1989

Susan L. Thompson  
(Signature of Secured Party)

Type or Print Above Name on Above Line  
Susan L. Thompson, Senior Vice President

BIOK

1510

1400  
AA Co

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

545 552

278522

Anne Arundel County Clerk of Circuit Court

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

If subject to recordation indicate amount of debt below.  
\$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code  
1. DEBTOR (OR ASSIGNOR)

Name ANNE ARUNDEL EXCAVATING, INC.

Address P.O. Box 396, Millersville, Maryland 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY: State Equipment - A Division of  
Name Secorp National, Inc.

ASSIGNEE:  
EQUIPMENT FINANCE, INC.  
P. O. Box 4926  
Lancaster, PA 17604

Address 1400 Joh Avenue

Baltimore, Maryland 21227

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used Allis Chalmers Crawler Tractor, Model HD16, S/N 12709  
One (1) Dresser Wheel Loader, Model 520B, S/N C006326  
Complete with all attachments now and hereinafter acquired.

RECORDED  
FILING OFFICE  
ANNE ARUNDEL COUNTY  
09/12/89  
BY CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

ANNE ARUNDEL EXCAVATING, INC.

(Signature of Debtor or Assignor)

George A. Edwards, President

(Signature of Debtor or Assignor)

George A. Edwards, President

EQUIPMENT FINANCE, INC.

(Signature of Secured Party or Assignee)

Michael J. Schlager, Vice President

(Signature of Secured Party or Assignee)

Michael J. Schlager, Vice President

IT



545 553

278521

45520-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) <b>Chesapeake Cycle &amp; Ski, Inc.</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO.
1B. MAILING ADDRESS <b>128 Hillsmere Drive</b>		1C. CITY, STATE <b>Annapolis, MD</b>
		1D. ZIP CODE <b>21403</b>
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 <b>Marker U.S.A.</b> MAILING ADDRESS <b>2250 South 1300 West</b> CITY <b>Salt Lake City</b> STATE <b>UT</b> ZIP CODE <b>84119</b>		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.D.A. NO.
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.D.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

RECORDED 11.00  
 FILED .30  
 #40011 CITY REC 10/10/89  
 09/22/89  
 2 THE RECORDER  
 ANNE ARUNDEL COUNTY

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"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a) <input type="checkbox"/>	
9. <input checked="" type="checkbox"/> SIGNATURE (S) OF DEBTOR (S) <i>Mark B. Green</i> DATE <i>8/10/89</i> <b>Chesapeake Cycle &amp; Ski, Inc.</b> TYPE OR PRINT NAME (S) OF DEBTOR (S)	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)	
SIGNATURE (S) OF SECURED PARTY (IES) <i>Marker U.S.A.</i> <b>Marker U.S.A.</b> TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)	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

515-554

## SECURED PARTY:

Marker U.S.A.  
2250 South 1300 West  
Salt Lake City, UT 84119

## DEBTOR:

Chesapeake Cycle & Ski, Inc.  
128 Hillsmere Drive  
Annapolis, MD 21403

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) "MARKER" 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.

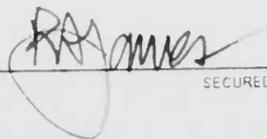
Chesapeake Cycle &amp; Ski, Inc.

Marker U.S.A.



DEBTOR

Mark Corcoran  
Filing Officer Copy



SECURED PARTY

2

SHEET No

545 555

278525

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)

4 Wheel & Speed  
2137 Defense Highway  
Crofton, MD 21114

2 Secured Party(ies) and address(es)

Keystone Automotive Whse.  
44 Tunkhannock Ave.  
Exeter, PA 18643

For Filing Officer (Date, Time, Number, and Filing Office)

REC'D FEE 11:00  
POSTAL 1:30  
#400111 UNIT R03 11/13/87  
03/12/87



4 This financing statement covers the following types (or items) of property

This financing statement covers automotive parts and accessories valued at \$25,000.00 or total amount of indebtedness at location described above.

5. Assignee(s) of Secured Party and Address(es)

H. FRIE SCHAFER

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented.

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

515 556

270526

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Mark David Scott  
Tammy Lynn Scott

7959 Telegraph Road #104  
Severn, Maryland 21144



SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201  
Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral).

NEW 1990, Brigadier Homes, Knox Mobile Home, 52 X 24  
Grey/ Serial # K-34211AB

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Mark David Scott  
Tammy Lynn Scott

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.

125



545-557

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) HALEY, THOMAS, Ruth 2 Dunlap Ct PASADENA, MD 21132	2. Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION CORP. 6911 RICHMOND HIGHWAY, #490 ALEXANDRIA, VIRGINIA 22306	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: • Replacement Windows • CONDITIONAL SALES CONTRACT TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue, East Vienna, Virginia 22180

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: NEW ARUNDEL COUNTY

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 SEPTEMBER 7 19 89

BARCLAYSAMERICAN/FINANCIAL, INC.  
 By [Signature]  
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)  
 KIM M. GROVE, ASSISTANT MANAGER

1050

(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.

RECEIVED  
 DJ  
 09/07/89  
 10:00 AM

STATE OF MARYLAND 515 558  
ANNE ARUNDEL COUNTY  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278528

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR/LESSEE

Name Cindan, Inc. T/A Mastergraphics  
Address 10 Mayor Road, Edgewater, MD 21037

2. SECURED PARTY/LESSOR

Name EB Industrial Leasing Corporation  
Address 898 Airport Park Road, Suite 100, 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 furniture, fixtures and equipment wherever located whether now or hereafter leased or possessed by Cindan, Inc. T/A Mastergraphics under that certain Equipment Lease dated 8-30-89 by and between the above referred to parties, all Supplementary Schedules or any other agreements executed concurrently therewith or at any time thereafter with reference thereto and all accessions, additions or replacements thereto, whether now owned or hereafter acquired.

Name and address of Assignee

Hamada Model 665 CD Printing Press Serial Number: HR12165

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)

Cynthia A. Lowman  
(Signature of Debtor)/LESSEE  
Cindan, Inc. T/A Mastergraphics  
Cynthia A. Lowman, President  
Type or Print Above Name on Above Line

(Signature of Debtor)  
Cynthia A. Lowman  
Type or Print Above Signature on Above Line

Camille E. Minick VP  
(Signature of Secured Party)/LESSOR  
EB Industrial Leasing Corporation  
Camille E. Minick, Vice President  
Type or Print Above Signature on Above Line

12-80

545-559

275529

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)  
 Curry, Robert G. Jr.  
 102 Giddings Ave.  
 Severna Park, MD 21146

2. Secured Party(ies) Name(s) and Address(es)  
 Maryland National Bank  
 P.O. Box 17068  
 Balto., MD 21203

3.  The Debtor is a transmitting utility

4. For Filing Officer: Date, Time, No. Filing Office  
 RECEIVED SEE CK 11:00  
 #422 077 ROS TOR 100  
 10/22/89  
 A. STEINER

5. This Financing Statement covers the following types (or items) of property:  
 Mercury 200 HP Engine  
 Serial #5464933  
 Boat Storage: 102 Giddings Ave  
 Severna Park, MD 21146  
 Winter: SAS

6. Assignee(s) of Secured Party and Address(es)

7.  The described crops are growing to be grown on  
 The described goods are or are to be affixed to  
 The lumber to be cut or minerals or the like (including oil and gas) is in  
 \* (Describe Real Estate Below)

8. Describe Real Estate Here:  Products of the Collateral are also covered  
 This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction.  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

By Robert G. Curry Jr. Signature(s) of Debtor(s)

By Kathleen S. Hanning Signature(s) of Secured Party(ies)

Filing Officer Copy - Numerical  
 (5/82) STANDARD FORM - FORM UCC-1 For Approved by Secretary of State of New York

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.

\*\*\*\*\*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 John S Bremer and Gayle A Takacs 393-56-5369  
Address 205 Marie Avenue, Severna Park, MD 21146 555-43-1493

2. SECURED PARTY

Name Maryland National Bank  
Address 7178 Gateway Dr, Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1989 Wellcraft 18 Sport  
Serial# WELD3539E989  
1989 Engine Force 125  
Serial# 58F9E19230

1989 Trailer EZ Loader 18 2400  
Serial # 1ZE511FX10KA045711

Home on trailer summer and winter

Name and address of Assignee  
RECORDING FEE 12.00  
5452410 777 R03 10/15/00  
08/17/89  
CK H. COLE SCHAFER  
COURT CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

This financing not subject to recordation tax

[Signature]  
(Signature of Debtor)

John S. Bremer  
Type or Print Above Name on Above Line

Gayle A Takacs  
(Signature of Debtor)

Gayle A Takacs  
Type or Print Above Signature on Above Line

Patricia A. Weaver  
(Signature of Secured Party)

PATRICIA A. WEAVER  
~~XXXXXXXXXX~~ MARYLAND NATIONAL BANK  
Type or Print Above Signature on Above Line

12



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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  
\*\*\*\*\*NOT SUBJECT TO RECORDATION TAX

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 WARPINSKI, GERI L. and WARPINSKI, THOMAS J.  
Address 5501 SWAMP CIRCLE ROAD, CHURCHTON, MD 20733

2. SECURED PARTY

Name Maryland National Bank  
Retail Finance Division  
Address 7178 Columbia Gateway Drive  
Columbia, Maryland 21045  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00  
M-50000 0777 803 107449  
6/12/89  
FILE NUMBER  
IN THE CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1989 SEA RAY 20' HULL #: SERV1960H889  
BOAT STORAGE: (S) Churchton, MD  
(W) Churchton, MD  
TRAILER: EZ Loader  
SERIAL #: 1ZE1LHW14KDN03730

Name and address of Assignee

358-46-2535  
216-73-0936

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Geris Warpinski*  
(Signature of Debtor)

GERI L. WARPINSKI

Type or Print Above Name on Above Line

*Thomas J. Warpinski*  
(Signature of Debtor)

THOMAS J. WARPINSKI

Type or Print Above Signature on Above Line

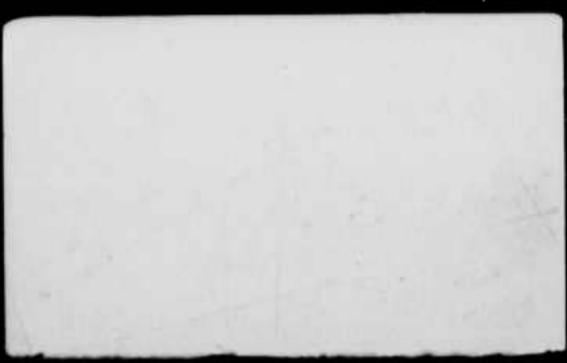
*Patricia A. Weaver*  
(Signature of Secured Party)

PATRICIA A. WEAVER

Maryland National Bank

Type or Print Above Signature on Above Line

12-



This financing statement is NOT subject to recordation tax.

545 582 STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278532

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 BLAIR, RICK D. and BLAIR, JANICE <sup>L</sup>  545-82-9829  
Address 504 DENNINGTON LANE, SEVERNA PARK, MD 21146 555-04-4457

2. SECURED PARTY

Name Maryland National Bank  
Retail Finance Division  
Address 7178 Columbia Gateway Drive  
Columbia, Maryland 21045  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

BOAT STORAGE: (S)  
(W)

Name and address of RECORDING OFFICE  
5450000 0777 R03 109 49  
09/12/89  
CK H. PAUL GOSWAMI  
FBI OF MARYLAND

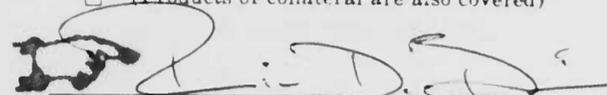
MERC 98 HP SER#: 686807

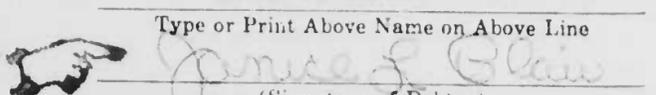
CHECK  THE LINES WHICH APPLY

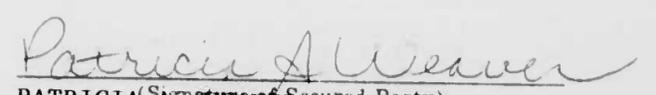
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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)  
Sign Here RICK D. BLAIR

  
(Signature of Debtor)  
Sign Here JANICE BLAIR

  
(Signature of Secured Party)  
PATRICIA A. WEAVER  
Maryland National Bank  
Type or Print Above Signature on Above Line

545 563  
 STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1

Identifying File No. 278533

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 HIGHSPIRE YACHT SERVICES, INC.

Address 690 FAIRVIEW AVENUE P.O. BOX 2365, ANNAPOLIS, MD 21404

2. SECURED PARTY

Name Maryland National Bank  
Retail Finance Division

Address 7178 Columbia Gateway Drive

Columbia, Maryland 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1989 SABRE 38' HULL #: HWS38139F888

BOAT STORAGE: (S)

(W)

Name and address of Assessor: STATE SCHAFER  
CVA 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)

HIGHSPIRE YACHT SERVICES, INC.

E. Michael Meyers  
(Signature of Debtor)

E. MICHAEL MEYERS, PRES./V.P./SEC./TREAS.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Patricia A. Weaver  
(Signature of Secured Party)

PATRICIA A. WEAVER

Maryland National Bank

Type or Print Above Signature on Above Line

152-32-3985

ALL INFORMATION SUBJECT TO RECORDATION TAX NOT

545-564

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)  
David Stockett  
1532 B Pointer Ridge Place  
Bowie, MD 20716  
M-33191

2. Secured Party(ies) Name(s) And Address(es)  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

RECORD FEE 10.00  
POSTAGE .50  
BASED ON 0717 R05 707148  
OFFICE 67  
H. W. SCHAFER  
Filing Officer  
CIRCUIT COURT

3. (a) This statement refers to original Financing Statement bearing File No. Book 530, Page 166  
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. 19 88  
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) Anne Arundel County Date Filed 7/27/88

- 4.  Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5.  Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6.  Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7.  Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8.  Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

One (1) New Caterpillar Model #963 Track Loader S/N 21Z02100

10. Signatures:

By \_\_\_\_\_  
Debtor(s) (necessary only if item 7 is applicable)

By [Signature]  
Alban Tractor Co., Inc.  
Secured Party(ies)

(1) Filing Officer: Copy - Numerical 10, 50

FINANCING STATEMENT CHANGE

Standard Form Approved by  
N. C. Sec. of State  
and other States shown above.

UCC-3



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
254906  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 480 FOLIO 391 ON 12/12/84 (DATE) Anne Arundel County

1. DEBTOR

Name TRI - STATE MARINE DISTRIBUTORS, INC.  
Route 256  
Deale, MD  
Address \_\_\_\_\_



2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.  
One Cherry Hill, Suite 600  
Cherry Hill, NJ 08002  
Address \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50  
#452800 0777 R03 109:44  
09/12/89  
H. FILE NUMBER  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above. ITT COMMERCIAL FINANCE CORP.  
1020 LARUEL OAK CORP. CENTER  
P.O. BOX 446  
VOORHEES, NJ 08043

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 Secured Party address to read: P.O. Box 446, Voorhees, NJ 08043  
Amend Debtor's address to read: RR 256, Box 100, Deale, MD 20751  
Amend the original filings verbiage to read:  
All inventory, accounts, contract rights, chattel paper, instruments, documents of title, deposit accounts and general intangibles, whether now owned or hereafter acquired and all attachments, accessories, accessions, substitutions and replacements thereto, and all proceeds thereof. All accounts, contract rights, chattel paper, instruments, reserves and general intangibles, owned by or due Debtor, and wherever located, and all proceeds and products thereof. All rebates, discounts, credits and incentive payments, now or hereafter due Debtor relating to any inventory and all proceeds thereof.

Tri - State Marine Distributors, Inc.

Allen Scruggs - Pres.

Dated \_\_\_\_\_

(Signature of Secured Party)

Type or Print Above Name on Above Line

1050

545-567  
STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 270535

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 ANNAPOLIS CLOTHING CO., INC.

Address 8 PAROLE PLAZA ANNAPOLIS, MD 21401

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION

Address 64A PERIMETER CENTER EAST  
ATLANTA, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

CK  
Name and address of Assignee

SEE SCHEDULE A1

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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)  
ANNAPOLIS CLOTHING CO., INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

MERLE A. LEBOWITZ

Type or Print Above Signature on Above Line

(Signature of Secured Party)

CONTEL CREDIT CORPORATION

Type or Print Above Signature on Above Line

1150



FINANCING STATEMENT FORM UCC-1

Identifying File No. 536

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 100000000

If this statement is to be recorded in land records check here. [ ]

The collateral on this transaction is 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 FRANCE, SHARON R. and FRANCE, ROBERT J.
Address 7746 MIDDLE GATE COURT, PASADENA, MD 21122

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21045
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) CK

Name and address of Assignee

BOAT STORAGE: (S) VENICOR MARINA
(W) SAME AS SUMER

218-44-6308

YAMAHA 200 HP SER#: 700227/700

CHECK [X] THE LINES WHICH APPLY

- 5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[ ] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

Signature of Sharon R. France
(Signature of Debtor)

SHARON R. FRANCE
Type or Print Above Name on Above Line

Signature of Robert J. France
(Signature of Debtor)

ROBERT J. FRANCE
Type or Print Above Signature on Above Line

Carol Neal

Signature of Carol Neal
(Signature of Secured Party) OK # 9167558

Maryland National Bank
Type or Print Above Signature on Above Line

12-

545 570

278587

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 \$ 10,000.00 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- Court House Annapolis, Md.

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_  
Hardin Kight Associates, Inc. 836 Ritchie Hwy. Ste. 5  
Severna Park, Maryland 21146

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. \_\_\_\_\_  
 6. Secured Party: Maryland National Bank Address: Department Crofton  
 Post Office Box 987, Mailstop 500504  
 Attention: Faye Hughes Baltimore, Maryland 21203  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property
- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, 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)  
AT&T Telephone System  
Merline II C.U.  
4 LN 9Term. Mod. Merlin 10 Button BIS

Debtor: Hardin Kight Associates, Inc. Secured Party: Maryland National Bank  
 By: [Signature] (Seal) By: [Signature] (Seal)  
Type name and title, if any Stephen Kight, President  
 By: \_\_\_\_\_ (Seal) M. Faye Hughes, Asst. Vice PRES.  
Type name and title

MARYLAND NATIONAL BANK

11-20

# 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 July 25, 19    , and executed by Hardin Kight Associates, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

**Property Description** (continued):

AT&T Phone System  
 Merlin II C.U. 6131-CU1  
 4 LN 9 Term. Mod. #61382  
 Display Console #61392  
 Feature Model 2  
 Merlin 10 Button BIS

GRANTOR/DEBTOR

GRANTOR/DEBTOR

By: \_\_\_\_\_ (SEAL)

By: Hardin Kight Associates, Inc. (SEAL)

Name: \_\_\_\_\_

Name: *Stephen Kight*  
Stephen Kight, President

Title: \_\_\_\_\_

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.



545 572

273538

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 Edwin G. & Karen L. Anderson

Address 1005 Cosimano Place West River, Maryland 20778

2. SECURED PARTY

Name Suit & Wells Equipment Co. Inc.

Address 6300 Crain Highway Upper Marlboro, Maryland 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Gloria Rivers First National Bank of Md. 14700 Mian Street Upper Marlboro, Md. 20772

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New Case Model 1840 Uniloader Serial # JAF0045634

THIS IS A RETAIL INSTALLMENT CONTRACT

RECORDING FEE  
POSTAGE  
OK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edwin G. Anderson  
(Signature of Debtor)

Edwin G. Anderson  
Type or Print Above Name on Above Line

Karen L. Anderson  
(Signature of Debtor)

Karen L. Anderson  
Type or Print Above Signature on Above Line

Jay R. Weamer Sales Manager  
(Signature of Secured Party)

Jay R. Weamer Sales Manager  
Type or Print Above Signature on Above Line

1850

PARTIES	
Debtor name (last name first if individual) and mailing address:	1
DEPRATO DONALD L. LOT 4 PATUXENT ESTATES LOTHIAN MD 20711	
Debtor name (last name first if individual) and mailing address:	1a
HILLISON CAROL A. LOT 4 PATUXENT ESTATES LOTHIAN MD 20711	
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:	2
EASY LIVING, INC 5408 SOUTH MARYLAND BLVD LOTHIAN, MD 20711	
Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:	2a
GREEN TREE ACCEPTANCE, INC  3082 PS BUSINESS CENTER WOODBIDGE, VA 22192	
Special Types of Parties (check if applicable): <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively. <input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively. <input type="checkbox"/> Debtor is a Transmitting Utility.	3
<b>SECURED PARTY SIGNATURE(S)</b>	
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):-	
a. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor.	
b. <input type="checkbox"/> as to which the filing has lapsed.	
c. already subject to a security interest in another county in Pennsylvania- <input type="checkbox"/> when the collateral was moved to this county. <input type="checkbox"/> when the Debtor's residence or place of business was moved to this county	
d. already subject to a security interest in another jurisdiction- <input type="checkbox"/> when the collateral was moved to Pennsylvania <input type="checkbox"/> when the Debtor's location was moved to Pennsylvania.	
e. <input type="checkbox"/> 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 <i>Guy Beece President</i>	

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):
545-573	RECORD FEE 278533 CK
This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box): <input type="checkbox"/> Secretary of the Commonwealth <input type="checkbox"/> Prothonotary of _____ County <input type="checkbox"/> real estate records of _____ County	
Number of Additional Sheets (if any)	7
Optional Special Identification (Max. 10 characters)	8
<b>COLLATERAL</b>	
Identify collateral by item and/or type:	
1981 LIBERTY SERIAL # 50818250 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THEREON 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 444.1011) OR THE STATE LAW EQUIVALENT STATUTE." <input type="checkbox"/> (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. <input type="checkbox"/> crops growing or to be grown on -	
b. <input type="checkbox"/> goods which are or are to become fixtures on -	
c. <input type="checkbox"/> minerals or the like (including oil and gas) as extracted on -	
d. <input type="checkbox"/> 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) <input type="checkbox"/> Deeds <input type="checkbox"/> Mortgages, at Page(s) _____ for _____ County Uniform Parcel Identifier _____ <input type="checkbox"/> Described on Additional Sheet Name of record owner (required only if no Debtor has an interest of record):	
<b>DEBTOR SIGNATURE(S)</b>	
Debtor Signature(s):	
1 DEPRATO DONALD L.	<i>Donald Lee Deprato</i>
1a HILLISON CAROL A.	<i>Carol Ann Hillison</i>
1b	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC 3082 PS BUSINESS CENTER WOODBIDGE, VA 22192	

STANDARD FORM - FORM UCC-1 (1-1-89)  
Approved by Secretary of Commonwealth of Pennsylvania

FILED OFFICE ORIGINAL  
NOTE - This page will not be returned by the Department of State.

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOAKA, MN, 55303  
(612) 421-1713



545-574

MARYLAND FINANCING STATEMENT

278510

(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 Maryland Management Systems, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_ (Name or Names)  
548 Benfield Road, Severna Park, Maryland 21146  
 \_\_\_\_\_ (Address)  
 LESSEE \_\_\_\_\_ EBL 109  
 \_\_\_\_\_ (Name or Names)  
 \_\_\_\_\_ (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 Road Glen Burnie, Maryland 21273  
 \_\_\_\_\_ (Address)

4. This financing Statement covers the following types (or items) of property:  
 See Attached Schedule A.

CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE	LESSOR
<u>Maryland Management Systems, Inc.</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u>Albert R. Richburg, II</u> <i>President</i>	By: <u>Brian G. Connelly</u> <i>Manager</i>
_____ (Title)	_____ (Title)
<u>Albert R. Richburg, II</u>	<u>Brian G. Connelly</u>
_____ (Type or print name of person signing)	_____ (Type or print name of person signing)
By: _____	Return to: _____
_____ (Title)	
_____ (Type or print name of person signing)	

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
 8767 SATYR HILL ROAD  
 BALTIMORE, MD 21234

1/50

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. EBL 109  
dated August 31, 1989.

<u>Quantity</u>	<u>Description</u>
1	WYSE 386 (SS# 15V1100465) - 85 MB Hard Disk, Altos 380 MB Disk, 2 MB RAM, 1.2 MB Floppy, 60 MB Tape Drive, Math Co-Processor, Wyse 430 Video Card, Wyse 630 Color Monitor (SS#20Q1003723), Wyse Keyboard, Wyse 995 Multi-Port Card, DPT Cache Controller, Complete Xenix
1	ALTOS 1086-80 (SS# 1229872) - 80 MB Hard Disk, 3 MB RAM, 1.2 MB Floppy, 60 MB Tape 10 Serial Ports, Complete Xenix

Approved and agreed to this 31st day of August,  
1989.

Lessee: Maryland Management Systems, Inc.

Lessor: Chesapeake Industrial Leasing Co., Inc.

By: Albert R. Purdy, Jr.

By: Brian G. Connolly

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 DR. GRAMBOW  
Address 325 HOSPITAL DRIVE SUITE 207 GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name HEALTHCO INTERNATIONAL  
Address 6308 BLAIR HILL LANE BALTIMORE, MARYLAND 21209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 PELTON & CRANE VALIDATOR 8 PROCESSOR

"CONDITIONAL SALES CONTRACT THE SECURED PARTY IS THE SELLER"

RECORD FEE 17.00  
POSTAGE CK .50  
#452430 09/17/83 10:15  
Name and address of Assignee  
H. ERLE SCHWEP  
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)

*Grambow, L. H. & Abramson*

*by [Signature]*  
(Signature of Debtor) *Pro*

DR. GRAMBOW

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Brenda Fink*

(Signature of Secured Party)

BRENDA FINK

Type or Print Above Signature on Above Line

1/50

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. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DR'S CHESKIS, HOOPER, SCATZ  
Address SEVERNA PARK MEDICAL TRUCK HOUSE RD SEVERNA PARK MD 21146

2. SECURED PARTY

Name HEALTHCO INTERNATIONAL  
Address 6308 BLAIR HILL LANE BALTIMORE, MD 21209

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 VERSAVIEW PAN

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
#452440 CT77 R03 10:23  
09/12/87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Dr Ry Cheskis  
(Signature of Debtor)

[Signature]  
(SIGNATURE OF DEBTOR)  
DR. HOOPER

DR. CHESKIS  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

\_\_\_\_\_  
(Signature of Secured Party)

DR. SCATZ  
Type or Print Above Signature on Above Line

BRENDA FINK  
Type or Print Above Signature on Above Line

11.5

545 578

270510

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer  
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)  
The Maryland Chamber  
of Commerce  
275 West Street  
Annapolis, MD 21401

Secured Party(ies) and address(es)  
SYGNET Fin. Serv., as G.P.  
of SYGNET LEASING 1989A  
2 E. 22ND St., Suite 214  
Lombard, IL 60148

RECEIVED DEC 11 1990  
FILING OFFICE  
CH

1. This financing statement covers the following types (or items) of property

The Following Equipment under Lease No. 725001,  
Schedule No. 1:

- (1) COMPAQ Deskpro 386/20 w/ 80386/20MHz Proc.,  
4MB Main Memory, 1.2MB Diskette Drive,  
300MB Hard Disk S/N 4750AQ4B0326
- (1) COMPAQ Monochrome Display S/N 9608374
- (5) COMPAQ Deskpro 286E Model 1 w/ 80286/12MHz Processor,  
1MB Main Memory, 1.2MB Diskette Drive S/N 4919HZ1H0096,  
4919HZ1H0499, 4919HZ1H0552, 4919HZ1H0553, 4918HZ1H1818
- (5) COMPAQ Monochrome VGA Display S/N 914MB0101TS2, 914MB0065TS2,  
915MB0116TS2, 915MB0244TS2, 915MB0193TS2
- (1) Maynard 60MB External Tape Backup w/ 2 Data Cartridges
- (1) SAFE Power Systems 500 Watt Backup Power System
- (1) Hewlett-Packard Ruggedwriter Printer w/ Cable S/N 2833A22932
- (2) ~~(1) PRIMA Ethernet Net Adapters~~ (6) MS DOS 3.3

ASSIGNEE OF SECURED PARTY  
LaSalle Bank of Lisle  
4733 Main Street  
Lisle, IL 60532

59760m 124949

Additional sheets presented. \_\_\_\_\_  
Filed with Office of Secretary of State of Illinois \_\_\_\_\_  
Debtor is a transmitting utility as defined in UCC §9.105 \_\_\_\_\_  
True Lease - Collateral  
is not subject to  
Recordation Tax.

By Charles Kauffman  
Signature of (Debtor) (Secured Party)\*

\*Signature of Debtor Required in Most Cases  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

545 579

270514

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

The Maryland Chamber  
of Commerce  
275 West Street  
Annapolis, MD 21401

Secured Party(ies) and address(es)

SYGNET LEASING 1989A  
2 E. 22ND Street  
Suite 214  
Lombard, IL 60148

For Filing Officer  
(Date, Time, Number, and Filing Office)

STATE  
NOTE CK

1. This financing statement covers the following types (or items) of property

The Following Equipment under Lease No. 725001,  
Schedule No. 2:

(1) HP LaserJet II-D Printer  
w/ Envelope Feeder  
S/N 2830J76588

ASSIGNEE OF SECURED PARTY

LaSalle Bank of Lisle  
4733 Main Street  
Lisle, IL 60532

5976 cm 124948

True Lease - Collateral is not subject to Recordation Tax.

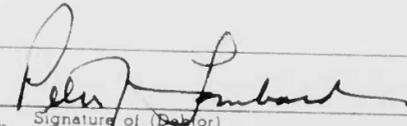
2.  Products of Collateral are also covered.

Additional sheets presented

Filed with Office of Secretary of State of Illinois

Debtor is a transmitting utility as defined in UCC §9-105

By

  
Signature of (Debtor)  
Peter Lombard (Secured Party)\*

\*Signature of Debtor Required in Most Cases;  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

Filing Officer Copy--Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC 1—REV. 8-75

1130

545 580

278515

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>
_____	THE FIRST NATIONAL BANK OF MARYLAND
James G. Stegman	Attn Phil Kunzelman
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
78 Maryland Avenue	25 South Charles Street
<small>(Address)</small>	<small>(Address)</small>
Annapolis, Maryland 21401	Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

BEGINNING FOR THE SAME at a point on the Northwest side of Maryland Avenue where the Southwest line of the lot leased to Anne M. Davis, recorded in Liber S.H. 15, folio 583, joins the line of said Avenue; and running thence with the Southwest line of said Davis lot Northwestwardly 70 feet; thence Southwestwardly and parallel with the line of Maryland Avenue 18 feet; thence Southwestwardly and parallel with the first line of this conveyance 70 feet to the line of Maryland Avenue Northeastwardly 18 feet to the place of beginning.

RECORD FEE 11.00  
 POSTAGE .50  
 RECEIVED 0345 PM 11/2/04  
 11/12/09  
 CK  
 H. ERIC SCHAFER  
 MD. CL. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor:

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____	_____
<small>(Seal)</small>	<small>(Seal)</small>
JAMES G. STEGMAN	_____
<small>(Signature)</small>	<small>(Signature)</small>
_____	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

115

89-3348

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 472 Page No. 319  
Identification No. 251669 Dated April 16, 1984

1. Debtor(s) { Harry F. Christopher and Ruth A. Christopher  
Name or Names—Print or Type  
68 Arundel Beach Road Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Dated: April 6, 1989 Sears, Roebuck and Company  
Name of Secured Party

*[Signature]*  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

UNITED TITLE, INC.  
479 JUMPERS HOLE RD. SUITE 104  
SEVERNA PARK, MD 21146

10<sup>03</sup>

89123  
Chattel

MARYLAND FINANCING STATEMENT FORM

2785 17

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 09-12-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Encore Broadcasting of Maryland, Inc.  
236 Admiral Drive  
Annapolis, MD 21404

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

Citizens Bank of Virginia  
1550 Wilson Boulevard  
P.O. Box 12588  
Arlington, VA 22209

Name and address of Assignee

Date of maturity, if any

Check if proceeds/products of collateral are covered ( X )

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

See Attached Exhibit 1 to UCC Financing Statement dated September 12, 1989.

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt:  
\$ N/A

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable: See Attached Exhibit 1 to UCC Financing Statement dated September 12, 1989.

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
( ) already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or  
when the debtor's location was changed to this state, or  
( ) which is proceeds of the original collateral described above in which a security interest was perfected.

Citizens Bank of Virginia

*[Handwritten Signature]*  
Signature of Secured Party

After recording, return to:  
William M. Hoffman, Jr.  
Director and Director  
1011 Wayne Avenue  
Box 8728  
Silver Spring, Maryland 20907

13

EXHIBIT 1 TO UCC FINANCING STATEMENT

September 12, 1989

This Exhibit 1 is attached to and is a part of the UCC Financing Statement executed in connection with a loan between Citizens Bank of Virginia and Encore Broadcasting of Maryland, Inc..

COLLATERAL DESCRIPTION: All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment, General Intangibles and Fixtures; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds), together with the following specifically described property: This loan is secured by all assets now owned or hereafter acquired by the borrower its successor or assigns, including but not limited to the assets transferred pursuant to the Asset Purchase Agreement dated May 1, 1989 between Duchossois Communications Company of Maryland, Inc. and the borrower..

This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: See attached EXHIBIT A.

This Exhibit 1 is executed on the same date as the UCC Financing Statement by Citizens Bank of Virginia and the undersigned.  
ENCORE BROADCASTING OF MARYLAND, INC.

Jacob Einstein  
Signature(s) of Debtor(s)  
Jacob Einstein - Executive V.P.

[Signature] Citizens Bank of Virginia  
By: [Signature]  
Signature(s) of Secured Party (ies)

## EXHIBIT "A"

BEGINNING FOR THE SAME AT A POINT ON COWHIDE BRANCH ROAD, SAID POINT BEING LOCATED AT THE END OF THE SOUTH 04 DEGREES 43 MINUTES 40 SECONDS EAST, 543.94 FOOT LINE OF THE CONVEYANCE FROM THE DAVIS-SMITH REALTY COMPANY TO THE TITLE HOLDING COMPANY, BY DEED DATED JULY 17, 1939 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHH NO. 203, FOLIO 417, AND RUNNING FROM THENCE AND THROUGH PART OF SAID PROPERTY AND PASSING THROUGH A PIPE SET ON THE EAST SIDE OF COWHIDE BRANCH ROAD, NORTH 87 DEGREES 20 MINUTES 20 SECONDS EAST, 769.78 FEET TO A PIPE AND SOUTH 06 DEGREES 58 MINUTES 40 SECONDS EAST, 525 FEET TO A PIPE SET IN THE NORTH 83 DEGREES 01 MINUTE 20 SECONDS EAST, 1,811.92 FOOT LINE OF SAID CONVEYANCE; THENCE WITH PART OF SAID LINE REVERSELY, SOUTH 83 DEGREES 01 MINUTES 20 SECONDS WEST 400.00 FEET TO A PIPE SET ON THE NORTHEAST SIDE OF COWHIDE BRANCH ROAD; THENCE CONTINUING THE SAME COURSE, SOUTH 83 DEGREES 01 MINUTES 20 SECONDS WEST, 19.26 FEET TO THE CENTER LINE OF SAID ROAD AND THE BEGINNING OF THE LAST MENTIONED LINE OF THE WHOLE TRACT; THENCE WITH THE TWO SAID LINES AND WITH THE ROAD, NORTH 45 DEGREES 40 MINUTES 20 SECONDS WEST, 328.30 FEET AND NORTH 30 DEGREES 39 MINUTES 30 SECONDS WEST, 356.3 FEET TO THE PLACE OF BEGINNING. CONTAINING 7.53 ACRES, EXCLUSIVE OF THE ROAD. BEING THE SOUTHWESTERNMOST CORNER OF THE TRACT DESCRIBED IN A DEED FROM DAVIS-SMITH REALTY CORPORATION TO THE WITHIN NAMED GRANTOR, DATES JULY 17, 1939 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHE NO. 203, FOLIO 417, AS SURVEYED BY J. R. MCCRONE, JR., REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN NOVEMBER, 1947.

SAVING AND EXCEPTING THEREFROM ALL THAT PARCEL OF GROUND SET FORTH IN DEED DATED APRIL 19, 1972 AND RECORDED IN LIBER 2462, FOLIO 729, BETWEEN RAU RADIO STATIONS, INC. AND ARTHUR A. KARWATH AND BETTY J. KARWATH, HIS WIFE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A POINT PREVIOUSLY ESTABLISHED THAT MARKS THE SOUTHEASTMOST CORNER OF LOT NO. 34, BLOCK 26, 8TH PLAT OF ADMIRAL HEIGHTS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 32, PAGE 53. THENCE FROM THE POINT OF BEGINNING SO FIXED AND BINDING ON AND WITH PART OF THE EASTERLY OUTLINE OF THAT PROPERTY NOW OWNED BY CAPITAL BROADCASTING COMPANY, SOUTH 14 DEGREES 09 MINUTES 10 SECONDS EAST 110.00 FEET TO AN IRON PIPE HERE SET; THENCE LEAVING SAID EASTERLY OUTLINE AND RUNNING ACROSS PART OF THE WHOLE TRACT OF WHICH THIS LOT IS A PART FOR A NEW LINE OF DIVISION NORTH 69 DEGREES 48 MINUTES 40 SECONDS WEST 221.20 FEET TO AN IRON PIPE HERE SET IN THE REAR OR SOUTHERLY BOUNDARY OF SAID LOT NO. 34; THENCE BINDING ON AND WITH PART OF THE SOUTHERLY BOUNDARY OF SAID LOT NO. 34, NORTH 80 DEGREES 28 MINUTES 30 SECONDS EAST 183.24 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQUARE FEET OF LAND, MORE OR LESS, ACCORDING TO A SURVEY AND PLAT MADE BY JAMES D. HICHS & ASSOCIATES, INC., REGISTERED PROFESSIONAL SURVEYORS, IN JANUARY, 1972.

*[Handwritten signature]*

FINANCING STATEMENT

158674  
904  
273543

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 \$ 100,000.00.  
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, of the Circuit Court for Anne Arundel Co.

5. Debtor(s) Name(s): Paul E. Riggs Company, Inc. Address(es): 801-C Barkwood Court  
Linthicum, MD 21090

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION Address: 100 South Charles Street  
Baltimore, Maryland 21201  
Attention: Commercial Note Department  
Clare A. Burness

RECORD FEE 11.00  
RECORD TAX 00.00  
POSTAGE CK 30  
4/13/89

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: Paul E. Riggs Company, Inc.

By: *Paul E. Riggs* (Seal) \_\_\_\_\_ (Seal)  
Paul E. Riggs, President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

*15*

EQUITABLE BANK, N.A.  
COMMERCIAL NOTE DEPT.  
6th FLOOR  
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code, 8549

- 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): Business Systems, Inc. Address(es): 10810 Annapolis Junction Road  
Annapolis Junction, Maryland 20707

6. Secured Party: Address: EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street  
Attention: Commercial Note Department Baltimore, Maryland 21201  
Cathy Shaffer / Terri Palilla

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: Business Systems, Inc.

By: X David W. King (Seal) \_\_\_\_\_ (Seal)  
David W. King, President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal) *KB* \_\_\_\_\_ (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

276550

TO BE RECORDED AMONG THE  
~~LAND RECORDS~~ FINANCING RECORDS

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 250,000.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR Anne Arundel

545 587

FINANCING STATEMENT

DONALD R. THOMPSON, JR.

306 Audrey Avenue, Baltimore, Maryland 21225

1. Debtor(s)

\_\_\_\_\_  
\_\_\_\_\_

2. Secured  
Party

REGAL SAVINGS BANK, F.S.B.

10123 Reisterstown Road, Owings Mills, MD 21117

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

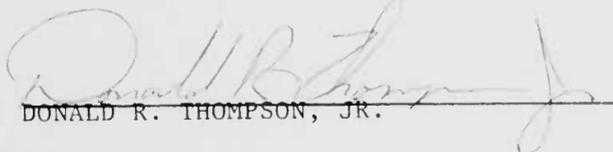
5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

REGAL SAVINGS BANK, F.S.B.

  
DONALD R. THOMPSON, JR.

BY \_\_\_\_\_

\_\_\_\_\_

GK

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

11/30

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described

BEING KNOWN AND DESIGNATED as Lot 2, as shown on the Plat entitled "Broadview Estates, Section 1", recorded among the Plat Records of Anne Arundel County in Plat Book 63, folio 31.

FINANCING STATEMENT

CK

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

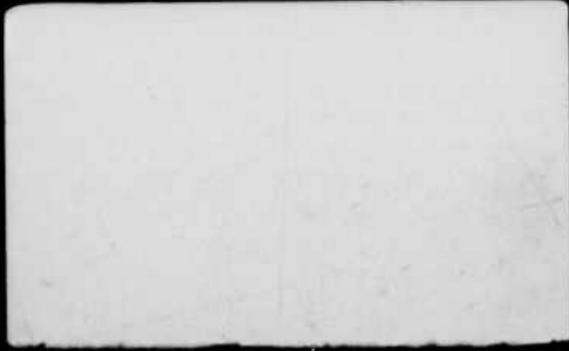
This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTORS: FRANK J. SCOTT, SR.  
WATER OAK FOREST CORPORATION  
CHASEWOOD RUN CORPORATION  
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  
10 Light Street, 19th Floor  
Baltimore, Maryland 21202

3. This Financing Statement covers all right, title and interest of the Debtors 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 Deeds of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtors' 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

2033



545-590

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 September \_\_, 1989 executed by Frank J. Scott, Sr. for the benefit of Constance M. Creamer and Margaret D. Kirmil, as Trustees, and the Secured Party and an Indemnity Deed of Trust, Assignment and Security Agreement dated September \_\_, 1989 executed by Water Oak Forest Corporation and Chasewood Run Corporation for the benefit of Constance M. Creamer and Margaret D. Kirmil, as Trustees and the Secured Party (collectively, the "Deeds 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 Debtors certify that no Recordation Tax is payable in connection with the recording of this Financing Statement.

6. The Debtors are the record owners of the Land described in Exhibit A.

DEBTORS:

[Signature]  
Frank J. Scott, Sr.

WATER OAK FOREST CORPORATION

By [Signature]  
Frank J. Scott, Sr.  
President

CHASEWOOD RUN CORPORATION

By [Signature]  
Frank J. Scott, Sr.  
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 those lots or parcels of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

**Parcel 1:**

BEING KNOWN AND DESIGNATED as "Reserve Parcel #2", as shown on the Plat entitled "Mansion House Manor, Plat One of One", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 107, Page 26, as Plat No. 5551.

**Parcel 2:**

BEING KNOWN AND DESIGNATED as Lots No. 24, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 41, 42, 43 and 44, as shown on the Plats entitled "Chandler Point at Water Oak Forest, a Cluster Subdivision", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 107, Pages 39 through 43, inclusive as Plat Nos. 5564 through 5568, inclusive, AS AMENDED BY a Plat entitled "Administrative Plat, A Revision to Lots 22, 31, 33, 45 and 51, Chandler Point at Water Oak Forest", which Plat is recorded among the Land Records of said County in Plat Book 112, Page 22, as Plat No. 5897.

**Parcel 3:**

BEING KNOWN AND DESIGNATED as Lots No. 1, 2 and 3, as shown on the Plat entitled "Chase Wood Run, Section Two", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 112, Page 8, as Plat No. 5783.

To Be Recorded In The Land Records And In The Chattel Records Of Anne Arundel County, Maryland And In The Financing Statement Records Of The State Department Of Assessments And Taxation.

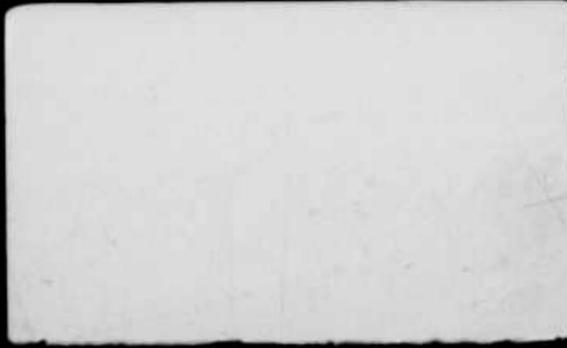
Subject To Recording Tax On Principal Amount Of \$1,350,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland Upon The Filing Of A Deed Of Trust.

FINANCING STATEMENT  
(Maryland-U.C.C.-1)

CK

- 1. DEBTOR: RICHARD E. POLM  
c/o Scepter Companies, Inc.  
303 Najoles Road, Suite 105  
Millersville, Maryland 21108
- 2. SECURED PARTY: SIGNET BANK/MARYLAND  
7 St. Paul Street, Fourth Floor  
Baltimore, Maryland 21202  
Attention: Donald Stewart Cooper,  
Vice President
- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

2103

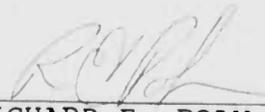


- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or

liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to Douglas V. Durans and Gordon DeGeorge, trustees 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:

  
\_\_\_\_\_  
RICHARD E. POLM (SEAL)

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Beth A. Solley, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BRL) 8686

545 597

## EXHIBIT A

BEING KNOWN AND DESIGNATED as "Phase 2", as shown on the Plat entitled "Sheet 1 of 6, Phase Plat, The Concourse, A Planned Industrial Complex", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book E-42, Page 4.

278553

545 598

FINANCING RECORDS-ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded  
Land Records

Not subject to Recordation Tax  
Principal amount of debt  
secured is:

\$280,000.00

The appropriate amount of Recordation Taxes, if any, has been paid in connection with a Deed of Trust and Security Agreement (hereinafter called the "Deed of Trust") recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

1. Debtors :

Address:

William F. Peel  
Barbara K. Peel

c/o Red Coats, Inc.  
4401 East-West Highway  
Bethesda, Maryland 20814

2. Secured Party:

Address:

Maryland National Bank

6100 Executive Boulevard  
Rockville, Maryland 20852

3. Trustee:

Address:

Stephen F. Beckenholdt  
Lawrence J Grady, Jr.

6100 Executive Boulevard  
Rockville, Maryland 20852

4. This Financing Statement covers:

(a) All of the Debtors' right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtors, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awning, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

CONROY, FITZGERALD,  
BALLMAN & DAMERON  
CHARTERED

26-  
2

(b) Any annual crops planted or cultivated by the Debtors or those claiming under the Debtors now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtors 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, all bonds and all surety for bonds, sewer taps, permits and allocations paid or unpaid, use permits, agreements for utilities relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance and condemnation awards; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral and all undisbursed proceeds of the loan secured by the Deed of Trust.

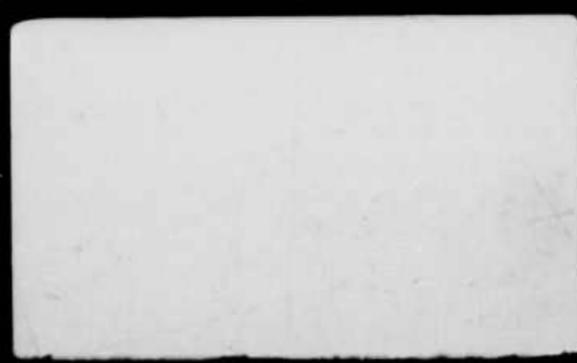
(f) All leases of the Land and the Improvements now or hereafter entered into by the Debtors and all right, title and interest of the Debtors thereunder, including without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether 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, again without limitation, the right to receive and collect the rents thereunder; and

(g) All contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtors and all right, title and interest of the Debtors thereunder, to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right upon an Event of Default to receive and collect the proceeds thereof.

(h) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

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

CONROY, FITZGERALD,  
BALLMAN & DAMERON  
CHARTERED



any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtors in the ordinary course of its business or in connection with the operation of the premises hereinafter described. This Financing Statement does not cover any warranty reserve established by Debtor with proceeds of the Loan secured by the Deed of Trust or otherwise.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtors (or some of them) and others to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtors to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtors therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtors are the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: September 7th , 1992.

Debtors:

William F. Peel  
WILLIAM F. PEEL

Barbara K. Peel  
BARBARA K. PEEL

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

MARYLAND NATIONAL BANK  
6100 Executive Boulevard  
Rockville, Maryland 20852  
Attention: Bruce Valentine

peel.fs





545 601  
JOHN A. CAMPBELL  
Land Surveying

914 John's Circle • Deale, Maryland 20751 • (301) 956-6385 • (301) 867-2795

Descriptions Of Parcels One And Two  
Residue Of Estate Of  
Melvin W. Dorsey  
Liber 4885 at Folio 157  
Eighth District, Anne Arundel County, Md.

PARCEL ONE

BEGINNING for the same at an iron pipe found on the southern side of Deale Road, Md. Rte. 256, 40 feet wide, at the end of the third line of the first parcel of land described in the conveyance from Madeline P. and Melvin W. Dorsey to the Baltimore Gas and Electric Company, by deed dated July 25, 1970 and recorded among the land records of Anne Arundel County, Md., in Liber 2355 at Folio 494, said pipe also being at the northeasternmost corner of Lot 1, as shown on the subdivision plat for M. Dorsey, recorded among the land records of A. A. Co., Md., in Liber 2375 at Folio 850; thence, leaving said side of Deale Road, running along said third line, reversely and along the eastern outline of said Lot 1, with the bearings of this description referring to the Maryland State Grid Meridian, South 05 degrees 48 minutes 56 seconds West, 532.58 feet; thence, leaving said third line, running over and across that parcel of land described in the conveyance from Maryland National Bank to Robert C. Prem, Substituted Trustee, by deed dated June 12, 1989 and recorded among the land records of A. A. Co., Md., in Liber 4885 at Folio 157 and running along the outlines of said Lot 1, the following four (4) courses: 1) North 84 degrees 11 minutes 04 seconds West, 151.29 feet; 2) North 04 degrees 04 minutes 08 seconds West, 404.64 feet; 3) Northeasterly, 138.68 feet, along the arc of a curve to the left, having a radius of 5845.58 feet and subtended by a long chord with a bearing of North 85 degrees 15 minutes 06 seconds East and a distance of 138.67 feet; and 4) North 05 degrees 25 minutes 41 seconds West, 86.65 feet to said side of Deale Road; thence, running along said side, North 82 degrees 44 minutes 12 seconds East, 104.02 feet to the point of beginning; containing 1.99909 acres of land, more or less.

BEING all of Lot 1 as shown on a subdivision plat for M. Dorsey, recorded among the land records of Anne Arundel County, Md., in Liber 2375 at Folio 850.

ALSO being a part of that parcel of land described in the conveyance from Maryland National Bank to Robert C. Prem, Substituted Trustee, by deed dated June 12, 1989 and recorded among the land records of Anne Arundel County, Md., in Liber 4885 at Folio 157.

Exhibit A

PARCEL TWO

BEGINNING for the same at an iron pipe found on the eastern side of Solomons Island Road, Md. Rte. 2, as shown on Md. S.R.C. R/W Plat No. 23853, at the end of the second line of that parcel of land described in the conveyance from Henry M. Hall to Charles F. Dobson, by deed dated June 25, 1981 and recorded among the land records of A. A. Co., Md., in Liber 3418 at Folio 791; thence, leaving said second line and running along said side of Solomons Island Road and said S.R.C. R/W Plat, with the bearings of this description referring to the Maryland State Grid Meridian, the following four courses: 1) Northeasterly, 654.40 feet, along the arc of a curve to the left, having a radius of 3614.99 feet and subtended by a long chord with a bearing of North 08 degrees 39 minutes 41 seconds East and a distance of 653.51 feet to a property marker set; 2) South 86 degrees 31 minutes 28 seconds East, 46.00 feet to a property marker set; 3) Northeasterly, 30.67 feet, along the arc of a curve to the left having a radius of 3660.99 feet and subtended by a long chord having a bearing of North 03 degrees 14 minutes 08 seconds East and a distance of 30.67 feet to a property marker set; and 4) North 37 degrees 45 minutes 27 seconds East, 159.36 feet to a property marker set on the southern side of Md. Rte. 256, as shown on said R/W plat; thence, leaving said side of Solomons Island Road and running along said side of Md. Rte. 256, Deale Road, continuing along said R/W Plat, South 88 degrees 03 minutes 53 seconds East, 350.00 feet to a property marker set and North 01 degree 56 minutes 07 seconds East, 28.29 feet to a property marker set on said side of Md. Rte. 256, 40 feet wide; thence continuing along said side of Md. Rte. 256, 40 feet wide, the following three courses: 1) North 87 degrees 09 minutes 40 seconds East, 630.16 feet to a property marker set; 2) Northeasterly, 422.93 feet, along the arc of a curve to the left having a radius of 2398.69 feet and subtended by a long chord with a bearing of North 87 degrees 47 minutes 17 seconds East and a distance of 422.39 feet to a property marker set; and 3) North 82 degrees 44 minutes 12 seconds East, 52.22 feet to a point on the outline of Lot 1, as shown on a subdivision plat for M. Dorsey, recorded among the land records of A. A. Co., Md., in Liber 2375 at Folio 850; thence, leaving said side of Md. Rte. 256, Deale Road, and running along the outlines of said Lot 1, the following four courses: 1) South 05 degrees 25 minutes 41 seconds East, 86.65 feet; 2) Southwesterly, 138.68 feet, along the arc of a curve to the right having a radius of 5845.58 feet and subtended by a long chord with a bearing of South 85 degrees 15 minutes 06 seconds West and a distance of 138.67

feet; 3) South 04 degrees 04 minutes 08 seconds East, 404.64 feet; and 4) South 84 degrees 11 minutes 04 seconds East, 151.29 feet to a point on the third line of the first parcel of land described in the conveyance from Madeline P. and Melvin W. Dorsey to the Baltimore Gas And Electric Company by deed dated July 25, 1970 and recorded among the land records of A. A. Co., Md., in Liber 2355 at Folio 494; thence, leaving said Lot 1 and running along said third line, reversely, South 05 degrees 48 minutes 56 seconds West, 376.94 feet to an iron pipe found at the end of the third line of that parcel of land described in the conveyance from Robert W. and Paula E. Barber to Philip L. and Bertha R. Roof by deed dated October 9, 1975 and recorded among the land records of A. A. Co., Md., in Liber 2798 at Folio 555; thence, leaving said conveyance to B. G. and E. Co. and running along said third line and the second line of said conveyance to Roof, reversely, South 71 degrees 38 minutes 07 seconds West, 126.63 feet; and South 87 degrees 45 minutes 49 seconds West, 307.47 feet to an iron pipe found at the end of the fourth line of that parcel of land described in the conveyance from James L. and Barbara M. Jaap to Andrew C. and Linda B. Kittler by deed dated March 29, 1985 and recorded among the land records of A. A. Co., Md., in Liber 3881 at folio 283; thence, leaving said conveyance to Roof and running along said fourth line, reversely, continuing, South 87 degrees 45 minutes 49 seconds West, 345.87 feet to an iron pipe found at the end of the third line of said conveyance to Kittler; thence, running along said third line and running along the third line of the first abovementioned conveyance, to Dobson, reversely, North 80 degrees 56 minutes 56 seconds West, 947.46 feet to the point of beginning; containing 32.56396 acres of land, more or less.

BEING a part of that parcel of land described in the conveyance from Maryland National Bank to Robert C. Prem, Substituted Trustee, by deed dated June 12, 1989 and recorded among the land records of Anne Arundel County, Md., in Liber 4885 at Folio 157.

ALL of the above according to a survey and plat by John A. Campbell, Md. Property Line Surveyor No. 276, dated August 22, 1989.

Account No. 2110  
8-22-1989

**END  
LIBER**