

LIBER

546



546 01

1250

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

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

Date of Filing _____ Record Reference Liber 476, folio 436
Maturity date (if any) _____

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

South River Landing, Inc. 2661 Riva Road St. 420 Annapolis Maryland

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

Home Federal Savings Bank P.O. Box 1179 Hagerstown, Maryland

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE Partial
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

BEING KNOWN AND DESIGNATED AS Unit No. One Hundred Twenty(120) in the subdivision known as "Plat 1 of 2, Section I & II, SOUTH RIVER LANDING CONDOMINIUM", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, pages 41-42. The improvements thereon being known as 120 South River Landing Road, Edgewater, Maryland 21037.

DJ
10.00
.50
09/13/99
H. ENLE SCHAFER
MD CO. CIRCUIT COURT

Debtor(s) or assignor(s)

Home Federal SAVings Bank (Seal)

(Corporate, Trade or Firm Name)

Thomas B France
Signature of Secured Party or Assignee

(Type or print name under signature)

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

After recording mail to:

CAPITOL TITLE INSURANCE AGENCY, INC.
102 Old Solomon's Island Road
Suite 2000
Annapolis, Maryland 21401
(301) 266-9708

10.50

BOOK 546 PAGE 02

12.50

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____

Date of Filing _____ Record Reference Liber 510, folio 598
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
South River Landing, Inc.		2661 Riva Road	Suite 420 Annapolis	Maryland 21401

Name of Secured Party or assignee	No.	Street	City	State
Home Federal Savings Bank CHECK APPLICABLE STATEMENT	P.O. Box 1179		Hagerstown	Maryland

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE Partial
From the property described in the original Financing Statement identified above, the prop-
erty described below is released. See Below
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party
under the original Financing Statement identified above.
- OTHER

RETURN TO:

Legal Description

BEING KNOWN AND DESIGNATED AS Unit No. One Hundred Twenty (120), in the
subdivision known as "Plat 1 of 2, Section I & II, SOUTH RIVER LANDING
CONDOMINIUM", which Plat is recorded among the Land Records of Anne Arundel
County in Plat Book 30, pages 41-42. The improvements thereon being known as 120
South River Landing Road, Edgewater, Maryland 21037. Said Condominium unit and
regime having been established pursuant to Declaration dated 10/27/82 and recorded in
Liber 3528, folio 231. Together with and subject to all rights and obligations set
forth in the Declaration and By-Laws, as the same may be amended, from time to time
Debtor(s) or assignor(s)

Home Federal Savings Bank (Seal)
(Corporate, Trade or Firm Name)

Thomas B. Frame

Signature of Secured Party or Assignee

(Type or print name under signature)

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

After recording mail to:

CAPITOL TITLE INSURANCE AGENCY, INC.
102 Old Solomon's Island Road
Suite 2000
Annapolis, Maryland 21401
(301) 266-9708

10.50

801

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STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

278554

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. \$ 1512.00

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

This financing statement Dated 8/31/87 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Mr and Mrs Cornelio Cochran

Address 8535 Neptune Dr Pasadena MD 21122

2. SECURED PARTY

Name HomeStar Financial

Address 24 B Defense St

Annapolis MD 21401

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

3. Maturity date of obligation (if any) 12/22/90

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

- 1 - CB Radio
- 1 - Televisions
- 1 - Video Cassette
- 1 - Carporting
- 1 - Clocks
- 1 - Coin Collections
- 1 - Lawn Mower
- 1 - Typewriter

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Cornelius F. Cochran
(Signature of Debtor)

Cornelio Cochran
Type or Print Above Name on Above Line

Ardeeth Cochran
(Signature of Debtor)

Ardeeth Cochran
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

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

13 14 80

RECORD FEE 10.00
 RECORD TAG 14.00
 MORTGAGE .50
 H. ERIC SCHAFER
 2203 BIRCHMOUNT COURT

PARTIES

Debtor name (last name first if individual) and mailing address:
MOON JR. WILLIAM
4745F FLANDERS LN
HARWOOD MD 20711

Debtor name (last name first if individual) and mailing address:
4745F FLANDERS LN
HARWOOD 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:
GREEN TREE ACCEPTANCE, INC.
P.O. BOX 4488
WOODBIDGE, VA 22194

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)
GREEN TREE ACCEPTANCE, INC.
DC Irvine, 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) 278555 Date, Time, Filing Office (stamped by filing officer) 5:46 PM 11/13/89
RECEIVED FEE 11.00

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.
1981 CHAMPION 24 X 44
SERIAL # 0710072020 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):
MOON JR. WILLIAM *William Moon 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

546 115

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267130

RECORDED IN LIBER _____ FOLIO _____ ON 4/21/87 (DATE)

1. DEBTOR

Name MR. TIRE, INC.
Address 9223 Ambassador Road, Baltimore, MD 21207

2. SECURED PARTY

Name Lee Tire & Rubber Company
Address P. O. Box 300
Cumberland, Md. 21501

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>

LEE TIRE & RUBBER COMPANY

Dated 9/1/89

John J. Pickell
(Signature of Secured Party)

JOHN J. PICKELL
Type or Print Above Name on Above Line

1080

546 PAGE 06

278536

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) Paul & Delana Bierner 7816 Camp Rd. Pasadena, MD 21122 Anne Rundle Co.	2. Secured Party(ies) and address(es) Kayak Mfg. Corp. 325 Harlem Rd. West Seneca, NY 14224	For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 25.00 POSTAGE 1.50 REGISTERED MAIL 14.00 BK H. ERNEST HOFFER 24 00 STREET COURT
4. This financing statement covers the following types (or items) of property: 24x16 Kayak Award Winning Pool Mr: 220-56-8205 Mrs: 214-58-6557		5. Assignee(s) of Secured Party and Address(es) Second Federal Funding PO BOX 4112 Buffalo, NY 14240

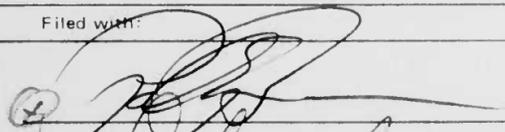
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

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

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

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

Filed with:


 BY Delana Bierner
 Signature(s) of Debtor(s)

Kayak Mfg. Corp.
 BY Kevin J. Blunt
 Signature(s) of Secured Party(ies)

1230

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

PARTIES

Debtor name (last name first if individual) and mailing address:
CLARK CAROLYN
488 PATUXENT RD. # 16
ODENTON MD 21113

Debtor name (last name first if individual) and mailing address:
488 PATUXENT RD. # 16
ODENTON MD 21113

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 Davison 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): 278557
Date, Time, Filing Office (stamped by filing officer): 546 PAGE 117

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:
1979 REDMAN NEWMOON 14 X 70
SERIAL # R170F3BSLR12208853 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):
CLARK CAROLYN *Carolyn Clark*

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.
PO BOX 218
ANOKA, MN, 55303
(612) 421-1713

546 USE US

STATE OF MARYLAND

6-66-286#1015

278558 JUN 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. \$ _____

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

This financing statement Dated August 29, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert S. McNeill, Individually and Gregory L. Stephenson, Individually Lessee's
Address 7310 Ritchie Highway, Empire Towers Suite 216 Glen Burnie, MD 21061

2. SECURED PARTY

Name Dominion Bank of Maryland
Address P.O. Box 300 Route 3, Millersville, MD 21108

Person And Address To Whom Statement Is To Be Returned 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 - Complimentary Network Office Automation System w/6-ARCNET Boards cabled for 6 Work Stations; 1-ARCNET Active Hub Amplifier; 3-ARCNET Passive Hub Splitters; 1-Toshiba Laser Printer w/Envelope and Dual Billsheet Feeder; 1-Carbon Copy Communications System; 2-Intel #386 Processor Boards; 1-Intel Memory Upgrade Board.

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 S. McNeill, Individually and Gregory L. Stephenson, Individually Lessee's

[Signature]
(Signature of Debtor)

Robert S. McNeill
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Gregory L. Stephenson
Type or Print Above Signature on Above Line



Dominion Bank of Maryland
[Signature]
(Signature of Secured Party)
Jerry Duffy, Vice President

Type or Print Above Signature on Above Line

1989 SEP - 6 A 11: 56

12

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

Anne Arundel County

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 247367 recorded in Liber 462, Folio 6 on May 17, 1983 (date).

1. DEBTOR(S):
 Name(s): Ebersberger Enterprises
 Address(es): 570 A Ritchie Highway
Severna Park, Maryland 21146

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

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.

9. DEBTOR:

SECURED PARTY:
 EQUITABLE BANK, National Association
 By Barbara A. Wykowski
Barbara A. Wykowski
 Corporate Banking Officer
 (Type Name and Title)

1550

DJ

BOOK 546 PAGE 10

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

1 Debtor (Last Name First) and address(es) JAMES A WATKINS OMEGA A WATKINS 150 METISPA DRIVE SEVERNA PARK, MD 21146	2 Secured Party(ies) and address(es) <i>Enclosed in envelope #10</i> <i>316 E. ...</i> <i>... MD 21221</i>	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 #337550 0777 R03 T10:52 04/15/89 H. EARLE SCHAFER AA CO. CIRCUIT COURT
4 This financing statement covers the following types (or items) of property: (SECURED PARTY IS SELLER) <i>Installed, new ...</i> <i>... #11157</i> (COND. SALES CONTRACT NOT SUBJECT TO TAX LOCATED AT 150 METISPA DRIVE. SEVERNA PARK, MD 21146)		5 Assignee(s) of Secured Party and Address(es) <i>...</i> <i>...</i> <i>...</i>

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

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented: 50

Record Fee: 12.00

Filed with: **AA 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: 12th May 31st 19 89 ID 276949
 BOOK 540 PAGE 88

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

(3) Filing Officer Copy-Acknowledgement

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



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

1. Debtor(s) (Last Name First) and address(es)
X CEL AUTO EQUIPMENT
625 Maid Marion Hill
Sherwood Forest, MD 21005

2. Secured Party(ies) and address(es)
MAROX LEASING COMPANY
31 Pickburn Court
Cockeysville, MD 21030

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

4. This statement refers to original Financing Statement bearing File No. 270079
Filed with Anne Arundel Date Filed 10/6 19 87

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

No. of additional Sheets presented:

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

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

(1) Filing Officer Copy - Alphabetical 1030 STANDARD FORM - FORM UCC-3

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

If transaction or transactions wholly or partially subject to 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 J.M.K. PHOTO INC., DBA CAPE PHOTO EXPRESS

Address 1026 Cape St., Claire Rd., Cape St. Claire Shopping Ctr, Annapolis, MD 21401

2. SECURED PARTY

Name ORIX COMMERCIAL CREDIT CORPORATION

Address 780 Third Avenue, 48th Fl., New York, N.Y. 10017

Person And Address To Whom Statement Is To Be Returned 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) Fuji Photo Film FA-140
and all accessions or replacements thereto
and all proceeds thereof, without power of
sale under that certain lease dated: 08/21/89
Location: SAME AS ABOVE

Name and address of Assignee

Lease #24359 (2 of 2)

"NOT SUBJECT TO RECORDATION TAX"

RECORD FEE 22.00
POSTAGE .50
#558850 0237 R02 T10:11
09/14/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

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

07F-223-5715 (5)

Gregory L. Barron Pres.
(Signature of Debtor)

J.M.K. PHOTO INC. DBA
CAPE PHOTO EXPRESS

Type or Print Above Name on Above Line

(Signature of Debtor)

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

RETURN ACKNOWLEDGEMENTS TO
ORIX COMMERCIAL CREDIT CORPORATION

Type or Print Above Signature on Above Line

62 JAMES ST.
ALBANY, N.Y. 12207

1200
33

FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$710,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

Charles Bros., Inc. , a Maryland Corporation, and
Rajan Charles, individually and
Elizabeth Charles, individually and
Vijayan Charles, individually
Patricia J. Charles, individually

ADDRESS:

5632 Annapolis Rd., Suite 14
Bladensburg, Maryland 20710

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

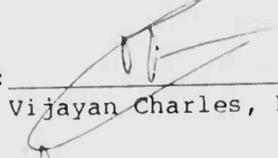
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all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

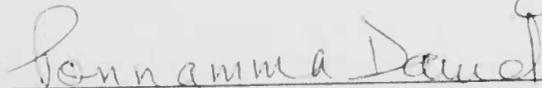
- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
 - E. Any and all inventory, accounts receivable and leasehold improvements associated with the operation of any business venture conducted in connection with or on the property described in the Security Agreement heretofore mentioned. This financing statement shall cover any and all presently owned and future acquired assets of the Debtors.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 1.3668 ACRES OF LAND, MORE OR LESS, 4TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

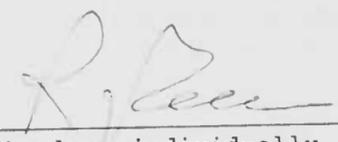
DATED: August 30, 1989

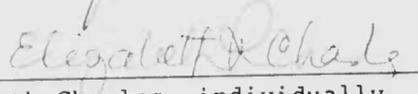
Charles Bros., Inc.

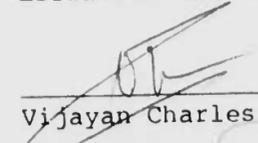
ATTEST:

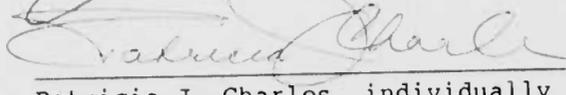
By:  (SEAL)
Vijayan Charles, President


Ponnamma David, Secretary

 (SEAL)
Rajan Charles, individually

 (SEAL)
Elizabeth Charles, individually

 (SEAL)
Vijayan Charles, individually

 (SEAL)
Patricia J. Charles, individually

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705



30803

SCHEDULE A

546 16

S.1657

LEGAL DESCRIPTION

BEGINNING for the same at re-bar set, on the northwesternmost right-of-way line of Maryland Route 3 (northbound lane), said re-bar also being North $45^{\circ} 32' 06''$ East, 33.88 feet from a pipe found, said pipe being the Point of Beginning of that parcel of ground conveyed by George E. Woefel, Jr., Personal Representative of the Estate of Roger Williams to Annapolis Financial Corporation, a Maryland Corporation in a deed dated March 25, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3570 at folio 289, said pipe also being on the northernmost right-of-way line of Maryland Route 3 (northbound lane) as shown on the State Roads Commission of Maryland Plat #16264, thence running with and parallel to the first line of the aforementioned deed at a distance of 30.00 feet measured at right angles thereof and along the northernmost line of a 30.00 foot right-of-way.

1. North $72^{\circ} 09' 47''$ West, 336.61 feet to a re-bar set, said re-bar being on the southeasternmost right-of-way line of Maryland Route 3 (southbound lane), thence leaving said 30 foot right-of-way and running with said southeasternmost right-of-way of Maryland Route 3.

2. North $45^{\circ} 38' 45''$ East, 200.00 feet to a re-bar set, said re-bar being the southwesternmost corner of that parcel of ground conveyed by Alfonso Small, Executor of the Estate of Rose Alice Queen to Robert C. Queen, his wife in a deed dated June 21, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2686 at folio 816 thence leaving said right-of-way and running with a part of the southerly outline of said Queen Parcel.

3. South $72^{\circ} 11' 37''$ East, 336.26 feet to a re-bar set, said re-bar being on the northernmost right-of-way line of Maryland Route 3 (northbound lane) said re-bar also being set in an existing chain link fence line, thence running with the northwesternmost right-of-way of Maryland Route 3.

4. South $45^{\circ} 32' 06''$ West, 200.00 feet to the place of beginning.

Containing 1.3668 acres of land more or less, according to a survey dated December 28, 1985 performed by the RBA Group as shown on the Plat attached hereto and intended to be recorded herewith as part of the description of the property contained herein.

546 17

11641
Anne Arundel Co

11.00

079563

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 is a conditional sales contract

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

1. DEBTOR

Name Anne Arundel Excavating, Inc.

Address MVA Job-Ritchie Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name AEL Leasing Co., Inc.

Address P.O. Box 13428, Reading, PA 19612-3428

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

3. Maturity date of obligation (if any) _____

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

B2617

1 - 8x16 816 DW Trench Box w/60" Spreader

RECORDED
INDEXED
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)

Anne Arundel Excavating, Inc.

George A. Edwards P.
(Signature of Debtor)

GEORGE A. EDWARDS P.
Type or Print Above Name on Above Line

George A. Edwards
(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Lori Kohl
(Signature of Secured Party)

LORI KOHL

Type or Print Above Signature on Above Line

17

PARTIES

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

MAWYER BONNIE M.
96B MARLOW DR. *MARY LOU DRIVE*
LOTHIAN MD 20711

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

96B MARLOW DR.
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 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):

ACCENT MOBILE HOMES
Jane Repelba

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):

278561 546 18

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:

1979 TORCH 14 X 70
SERIAL # 70143268 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 444.1(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):
MAWYER BONNIE M. *Bonnie M. Mawyer*

1a

1b

RETURN RECEIPT TO:

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

546 19

STATE OF MARYLAND

278565

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. \$ ~~268,500.00~~

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

This financing statement Dated August 31, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PROGRAMMED SECURITY, INC

Address 1-A Colonial Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name NETWORK SECURITY ACCEPTANCE CORPORATION

Address 9901 E. Valley Ranch Pkwy, Suite 3000, Irving, TX 75063

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

3. Maturity date of obligation (if any) September 1, 1994 CK

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

All of Debtor's contract rights, rights to payment, accounts and general intangibles arising out of leases, security services agreements, monitoring contracts and other contracts between the Debtor and third parties for the provision of security services whether now owned or hereafter acquired or arising, together with all alarm equipment installed in customer premises pursuant to leases, as well as files, records (including, without limitation, computer programs, tapes and related electronic data processing software) and writings of Debtor relating to the foregoing property and all proceeds thereof. All goods, including inventory, machinery and equipment (with accessions thereto) whether now or hereafter arising, existin, created or acquired and all replacements and substitutions therefore, and proceeds thereof.

TAX EXEMPT

CHECK THE LINES WHICH APPLY

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

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

John P. Nolan
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

DANIEL T. LINSOTT
Type or Print Above Signature on Above Line

llsc



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 \$ 43,650.00. 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): Maryland Pennysaver Group, Inc. Address(es): 1342 Charwood Road
Hanover, Maryland 21076

6. Secured Party: Maryland National Bank Address: Department: Anne Arundel Review Unit
 Attention: Lisa C. Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):
One Custom-Bilt 351, Three-Knife Rotary Trimmer
 Press Driven, up to 35,000 PPH (Spare parts Kit Included)

Debtor: Maryland Pennysaver Group, Inc. Secured Party: Maryland National Bank
 By: [Signature] (Seal) By: [Signature] (Seal)
Geoffrey K. Calderone, Jan H. Sheehan
President Assistant Vice President
 Type name and title, if any (Seal) Type name and title

207-95 REV. 1/86 **MARYLAND NATIONAL BANK**

Handwritten:
 1/2
 207 20
 52

Mail to:
 Maryland National Bank
 Direct Collateral Line
 P.O. Box 987
 Baltimore, Maryland 21204



TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

Muhammed A. Aslam T/A Gussie's Pizza Shop
Name or Names—Print or Type
7164 Furnace Branch Road, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

Sarbjit S. Dhillon T/A Gussie's Pizza Shop
Name or Names—Print or Type
7164 Furnace Branch Road, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party:

Gussie's Pizza Enterprise, Inc.
Name or Names—Print or Type
328 Westlawn Drive, Ashton, Maryland 20861
Address—Street No., City - County State Zip Code

c/o Cohen, Alpert & Forman
334 St. Paul Place, Baltimore, Maryland 21202

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

See Schedule "A" attached hereto.

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

5. If collateral is crops, describe real estate.

CK

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

William Beaver, V.P.
(Signature of Debtor)
Gussie's Pizza Enterprise, Inc.
William Beaver, pursuant to power
conferred to secured party in Security
Agreement for Muhammed A. Aslam T/A
(Signature of Debtor)
Gussie's Pizza Shop and Sarbjit S.
Dhillon T/A Gussie's Pizza Shop
Type or Print

Gussie's Pizza Enterprise, Inc.
(Company, if applicable)
By: William Beaver (VICE PRESIDENT)
(Signature of Secured Party)
William Beaver
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 Stanley Alpert, Esquire, 334 St. Paul Place, Baltimore, MD 21202

Lucas Bros. Form F-1

17550

PROPERTY

All inventory, accounts and equipment of and/or Gussie's Pizza Shop, 7164 Furnace Branch Road, Glen Burnie, Maryland 21061; all leasehold improvements and fixtures annexed to the premises of Gussie's Pizza Shop, 7164 Furnace Branch Road, Glen Burnie, Maryland 21061; now existing and hereafter arising; and in all additions, accessories, replacement parts, attachments, accessions, substitutions, replacements, repossessions thereof or thereto, and all cash and non-cash proceeds (including insurance proceeds) and products thereof in any form whatsoever, including insurance proceeds of that property, and all present and future chattel paper, including leases and conditional sales contracts, proceeds, accounts, documents, general intangibles, instruments and other rights with respect to the described property and all money due and to become due; assigned to Debtor as of even date herewith.

All of the tangible property in which Debtor grants a security interest to Secured Party, hereinafter collectively referred to as the "Collateral", is located or to be located at Gussie's Pizza Shop, 7164 Furnace Branch Road, Glen Burnie, Maryland 21061.

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

3. Maturity Date (if any):

DJ

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

David A. Perkins
A & D Insurance Financing, Inc.
Action Insurance Agency, Inc.
Action Motor Club, Inc.
7335 Furnace Branch
Glen Burnie, MD 21061

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

Equitable Bank, N.A.
491 Jumpers Hole Road
Severna Park, MD 21146

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 263754
Filed with Anne Arundel County Date Filed 9/17 1986

Book 502
Page 510

- 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 appear 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.

David A. Perkins
A & D Insurance Financing, Inc.
Action Insurance Agency, Inc.
Action Motor Club, Inc.

No. of additional Sheets presented:

Equitable Bank, N.A.

By: *David A. Perkins* David A. Perkins, Pres.
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: *Deborah Walter*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

STATE OF MARYLAND
ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278508

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

If transaction or transactions wholly or partially subject to 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 OUTFITTERS OF ANNAPOLIS, INC.

Address 326 FIRST ST., ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORP.

Address 2401 PLUM GROVE RD. STE 118, PALATINE, IL. 60067

T.C.F.C. PO BOX 3190, ANNAPOLIS, MD. 21403

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

3. Maturity date of obligation (if any) _____

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

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers 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 accessories 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 intangibles, accounts or otherwise.)

Name and address of Assignee

"NOT SUBJECT TO RECORDATION TAX AS SECURED PARTY HOLDS AN INVENTORY SECURITY AGREEMENT"

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50
#559200 C237 R02 T12:11
09/14/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

OUTFITTERS OF ANNAPOLIS, INC.

Peter Mieth
(Signature of Debtor)

PETER MIETH PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deborah D. Murnane BA III
(Signature of Secured Party)

DEBORAH D. MURNANE BA III
Type or Print Above Signature on Above Line

1100

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257007

RECORDED IN LIBER 486 FOLIO 125 ON 6/12/85 (DATE)

1. DEBTOR

Name Backyard Boats, Inc.
222 Severn Avenue, Annapolis, MD 21403 and
Address 4819 Woods Wharf Road, Shady Side, MD 20764

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address P.O. Box 8048 Newport Beach, CA 92660 & P.O. Box 26612 Kirkwood, MO 63122
& P.O. Box 505 Pensacola, FL 32593
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: Amendment
(Indicate whether amendment, termination, etc.)

The name Borg-Warner Acceptance Corporation has been changed to Transamerica Commercial Finance Corporation. Also please amend secured parties address to read: 2401 Plum Grove Road, Ste. 118, Palatine, IL 660667. Also amend to include 100 Franklin Street, Alexandria, VA 22314

RECORD FEE 10.00
POSTAGE .50
#559210 C237 R02 T12:11
09/14/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Signature of Debtor
Backyard Boats, Inc.

Jay R. Smirnow
Jay R. Smirnow, Pres.

Transamerica Commercial Finance Corporation

Dated 9/11/89

Jacqueline R. Holmes
(Signature of Secured Party)
Jacqueline R. Holmes, District Manager
Type or Print Above Name on Above Line

TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY

RECORDS SECTION

BOOK 1774 PAGE 667

FINANCING STATEMENT

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

- 1. NAME AND ADDRESS OF DEBTOR: ANNAPOLIS LIFE CARE, INC.
4000 River Crescent Drive
Annapolis, MD 21401
- 2. NAME AND ADDRESS OF SECURED PARTY: CHEMICAL BANK, a New York
banking corporation
Chemical Realty Group
277 Park Avenue
New York, NY 10172
Attn: Paul . Tingley

3. This Financing Statement covers the property described in Schedule A, attached hereto and made a part hereof.

4. The above described goods are affixed or to be affixed to the Property described in Schedule B, attached hereto and made a part hereof.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

Debtor:	Secured Party	RECORD FEE	41.00
ANNAPOLIS LIFE CARE, INC.	CHEMICAL BANK	POSTAGE	.50
		REC-3710 0040 R04 T16-18	01/19/99

By: Charles S. Minter
Charles S. Minter,
President

By: Terri C. Spiegelman CK
Terri C. Spiegelman
Associate

Filing Officer: Return to: David C. Daneker, Esquire
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, MD 21201

41.00
+ .50
42.50

* Recordation tax has been paid in connection with the Deed of Trust, as amended, recorded among the Land Records of Anne Arundel County in Liber 4272, folio 653.

5573.9.31

21.00
+ .50
21.50

RECORD FEE 21.00
POSTAGE .50
#56-220 0237 R02 T15:
09/14/
ERLE SCHAEFER
AA D. CIRCUIT COURT

SCHEDULE A BOJ 4774 668

This Financing statement covers all of Debtor's right, title and interest in and to those certain Phase II residency agreements, whether now existing or hereafter arising (the "Phase II Residency Agreements"), affecting portions of the Premises owned by Annapolis Life Care, Inc. (said Premises being more particularly described on Exhibit A attached hereto), including but not limited to Debtor's right, title and interest in and to any security deposits or other proceeds provided for in said Phase II Residency Agreements. Said Phase II Residency Agreements have been assigned and delivered to the Secured Party by that certain Security Agreement dated January 12, 1989 between Debtor and Secured Party.

Handwritten initials

1732H/575A5

BOOK 1774 PAGE 669

SCHEDULE B

DESCRIPTION OF PROPERTY
SITUATED IN THE 2ND TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

Consisting of two (2) parcels of land being contiguous and continuous and herein described as PARCEL ONE and PARCEL TWO

PARCEL ONE

Being all of Lot 2 as shown on a plat of subdivision entitled "MINOR SUBDIVISION PLAT OF RIVA TRACE CORPORATION" recorded among the land records of Anne Arundel County, Maryland in Plat Book 94 Folio 46. Being bounded and described as follows:

Beginning for the same at a point on the N 73° 05' 05" W 1574.79 feet line of the aforesaid plat and being distant 436.79 feet from the end thereof; thence with the line of division between the aforesaid plat and a plat entitled "PLAT 2 OF 2 RIVA TRACE PLANNED UNIT DEVELOPMENT SECTION 2" recorded among the land records of Anne Arundel County, Maryland in Plat Book 99 Folio 4 the following four (4) courses and distances

1. N 16° 54' 55" E a distance of 1260.08 feet; thence
2. S 62° 47' 53" E a distance of 239.41 feet; thence
3. S 49° 01' 45" E a distance of 217.40 feet; thence
4. S 76° 00' 48" E a distance of 436.98 feet to the shores of Gingerville Creek; thence leaving said line of division and with the shores of Gingerville Creek
5. S 49° 50' 37" E a distance of 48.45 feet; thence
6. S 35° 39' 14" E a distance of 38.22 feet; thence
7. S 06° 39' 03" E a distance of 88.13 feet; thence
8. S 15° 23' 58" E a distance of 96.88 feet; thence
9. S 21° 53' 36" E a distance of 54.07 feet; thence
10. S 38° 43' 32" E a distance of 48.11 feet; thence
11. S 19° 16' 28" W a distance of 47.50 feet; thence
12. S 49° 49' 31" W a distance of 47.92 feet; thence
13. S 33° 05' 11" W a distance of 100.50 feet; thence

BOOK 4774-11 670

14. S 47° 37' 22" W a distance of 52.98 feet; thence
15. S 10° 31' 59" W a distance of 54.43 feet; thence
16. S 15° 42' 19" E a distance of 60.62 feet; thence
17. S 43° 28' 11" E a distance of 26.75 feet; thence
18. S 09° 44' 38" E a distance of 56.24 feet; thence
19. S 73° 28' 23" E a distance of 54.16 feet; thence
20. S 62° 07' 10" E a distance of 53.05 feet; thence
21. S 56° 55' 23" E a distance of 53.10 feet; thence
22. S 63° 44' 39" E a distance of 30.15 feet; thence
23. S 44° 14' 56" W a distance of 108.50 feet; thence
24. S 38° 00' 56" W a distance of 124.67 feet; thence
25. S 33° 18' 21" W a distance of 110.47 feet; thence
26. S 48° 59' 19" W a distance of 45.79 feet; thence
27. S 66° 07' 12" W a distance of 53.74 feet; thence
28. S 18° 51' 22" W a distance of 51.39 feet; thence
29. S 13° 04' 53" W a distance of 71.54 feet; thence leaving the shores of Gingerville Creek and with the line of division between the aforesaid plat as recorded in Plat Book 94 Folio 46 and two plats entitled: "CAPE ST. JOHN SECTION D" and "CAPE ST. JOHN SECTION F" recorded among the land records of Anne Arundel County, Maryland in Plat Book 21 Folio 26 and Plat Book 21 Folio 31
30. N 73° 05' 05" W a distance of 1,138.00 feet to the place of beginning

Containing 30.008 acres of land, more or less

BOOK 4774 PAGE 671
PARCEL TWO

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing *Financing Statement* is truly taken
and copied from Liber *485*, No. *4774*, folio *667*, one of the *Land*
Record books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal
of the Circuit Court for Anne Arundel County this *11th* day of *September*
A.D., 19 *89*.

H. Earl Schaefer
Clerk of the Circuit Court for Anne Arundel County

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270570

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)
Courtyard by Marriott II
Limited Partnership
c/o CBM Two Corporation
10400 Fernwood Road
Bethesda, Maryland 20050

2. Secured Party(ies) and address(es)
The Bank of Nova Scotia
and National Westminster
Bank PLC, as more fully
described on Exhibit A

3. Maturity date (if any):

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

RECORD FEE 50.00
#456380 0777 R03 T15:36
09/14/89

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

All of Debtor's now owned and existing and hereafter acquired or arising accounts, inventory, machinery, equipment, fixtures, chattel paper, general intangibles, instruments and documents wheresoever located as more particularly described on Exhibit A attached hereto and made a part hereof, together with Schedule I and Schedule II to Exhibit A.

5. Assignee(s) of Secured Party and Address(es)
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

RECORDATION TAX HAS BEEN PAID ON
9/7/89 Liber 4924 Page 204

Check if covered:

Proceeds of Collateral are also covered.

~~Proceeds of Collateral~~ are also covered.

No. of additional Sheets presented: 11

Filed with:

Clerk of the Circuit Court Anne Arundel County, MD

COURTYARD BY MARRIOTT II LIMITED PARTNERSHIP
By: CBM TWO CORPORATION, its general partner

DOCUMENT SERVICES
HELPEN 10:
3226-LH # 19337

By: *Lori A. Cramp*
Signature(s) of Debtor(s)

Print name: Lori A. Cramp

Vice President - Treasury Dept.
STANDARD FORM - FORM UCC-1

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

(1) FILING OFFICER COPY - ALPHABETICAL

50.00

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EXHIBIT A
TO
FINANCING STATEMENT

Debtor:
Courtyard by Marriott II
Limited Partnership
c/o CBM Two Corporation
10400 Fernwood Road
Bethesda, Maryland 20058

Secured Parties:
The Bank of Nova Scotia
67 Wall Street
New York, New York 10005

and

National Westminster Bank
PLC
175 Water Street
New York, New York 10038

(a) All present and future accounts, general intangibles, instruments, documents and chattel paper (all herein referred to collectively as "Accounts" and separately as an "Account") of the Debtor arising out of or relating to the ownership or operation of the Mortgaged Hotel or Hotels described on Schedule I attached hereto and made a part hereof (collectively, the "Mortgaged Hotel"), whether now existing or hereafter created or otherwise acquired by the Debtor, all proceeds and products thereof and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter of any of the Accounts. Without limiting the generality of the foregoing, the term "Accounts" shall include, to the extent arising out of or relating to the ownership or operation of the Mortgaged Hotel, (i) all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale or lease of property or rendering of services by the Debtor in its business of ownership and operation of the Mortgaged Hotel or acquired from others including, without limiting the generality of the foregoing, from rental of rooms, halls, stores, offices, exhibit or sales space of every kind, license, lease and concession fees and rentals, health club membership fees, food and beverage, whole and retail sale of merchandise, service charges, and proceeds, if any, from business interruption or other loss of income insurance, (ii) all rights to payment from any consumer credit/charge card organization or entity (such as or similar to the organization or entities which sponsor and administer the American Express Card, the Carte Blanche Card, the Discover Card, the Master Card and the Visa Card), and (iii) all of the Debtor's right, title and interest in all royalties, license fees and other income or proceeds derived from trademarks, trademark applications, the registration therefor, the good will of the business symbolized by the same, now or hereafter filed, owned or acquired (excluding from this

THIS FINANCING STATEMENT IS SUBJECT TO A RECORDATION TAX IN THE AMOUNT OF \$60,151.00, WHICH HAS BEEN OR IS BEING PAID WITH THE RECORDING OF A FIRST AND A SECOND FEE AND LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, RECORDED OR INTENDED TO BE RECORDED CONCURRENTLY HEREWITH.

item (iii) any property rights of Marriott Corporation, a Delaware corporation ("Marriott").

(b) All present and future inventory (as such term is defined in the New York Uniform Commercial Code) of the Debtor (the "Inventory") arising out of or relating to the ownership or operation of the Mortgaged Hotel, whether now or hereafter existing or acquired, all documents representing the same and all products of the Inventory. The term "Inventory" shall include, without limitation, to the extent arising out of or relating to the ownership or operation of the Mortgaged Hotel, all goods, merchandise, raw materials, work in progress and other personal property now or hereafter owned by the Debtor for manufacturing, processing, or the providing of services or sale, use or consumption in the operation of the Mortgaged Hotel, including, but not limited to, provisions in storerooms, refrigerators, kitchens, pantries, beverages in wine cellars or bars, fuel, supplies and similar items; and shall also include all rights and claims of the Debtor against anyone who may store or acquire the Inventory for the account of the Debtor, or from whom the Debtor may purchase the Inventory.

(c) All present and future machinery, equipment, furniture, leasehold improvements, fixtures and other tangible personal property, now or hereafter owned or acquired, located at the Mortgaged Hotel, together with all parts, attachments, accessories, accessories, additions and all replacements thereto or thereof, now or hereafter attached to, placed upon or used in connection therewith, and proceeds and products thereof (other than such property of permitted lessees, sublessees, licensees or concessionaires of the Debtor) (the "Equipment"), including, without limitation, (i) all machinery, devices, fixtures, interior improvements, appurtenances, equipment, building and construction material delivered to the Mortgaged Hotel or held in some other location and articles of personal property of every kind and nature whatsoever now or hereafter attached to or placed in or upon any part of the Mortgaged Hotel, or any building, structure or other improvement thereof, whether as a hotel or otherwise, or any part thereof, and used or procured for use in connection with the operation of the Mortgaged Hotel or any such building, structure or other improvement, (ii) all of the furniture, furnishings, beds, bedsprings, mattresses, bureaus, chiffonniers, chairs, chests, desks, bookcases, tables, rugs, carpets, curtains, draperies, hangings, decorations, pictures, divans, couches, glassware, silverware, tableware, linens, towels, bedding blankets, china, dishware, ornaments, bric-a-brac, kitchen equipment, utensils, bars, bar fixtures, uniforms, safes, cash registers, accounting and duplicating machines, telephones, communication equipment, vaults, washtubs, sinks, stoves, ranges, radios, television sets, laundry machines, iceboxes, refrigerators, awnings, screens, window shades, venetian blinds, statuary, lamps, mirrors, and all other appliances, fittings, furniture, furnishings, equipment and other personal property of every kind now or hereafter situated in, or

used in the operation of the business conducted at the rooms, halls, lounges, restaurants, bars and kitchen facilities, offices, lobbies, lavatories, basements, cellars, vaults and other portions of the Mortgaged Hotel or any such building, structure or other improvement, and (iii) all leases, if any, leasing to the Debtor any of the property described in (i) and (ii) above; provided, however, that the Debtor shall have certain rights to remove and dispose of equipment in accordance with the Security Agreements between Debtor and the Secured Parties.

(d) All of the right, title and interest of Debtor in and to all plans and specifications, architects' drawings, surveys, construction contracts and agreements with architects, engineers and others in respect of the construction of the Mortgaged Hotel and any and all other documents, contract rights (including, without limitation, those specified in Section (e) hereof), and other materials (the "Contracts") theretofore, now or hereafter developed or entered into by the Debtor, its employees, agents or independent contractors in connection therewith, and the Debtor does hereby authorize and empower the Secured Parties and their successors and assigns, to collect or enforce the Contracts and does hereby direct each and all of the parties thereto to pay or perform all of their obligations under such Contracts for the benefit of the Secured Parties, their successors and assigns, upon demand for payment or performance thereof by the Secured Parties, their successors and assigns.

(e) All right, title and interest of Debtor in, to and under the (i) Purchase Agreement dated October 30, 1987, as amended, by and between Marriott (and certain of its wholly owned subsidiaries) and Debtor ("Purchase Agreement"), to the extent that the same relates to the Mortgaged Hotel; (ii) the Management Agreement dated October 30, 1987, as amended, by and between Debtor and Courtyard Management Corporation ("Management Agreement"), to the extent that the same relates to the Mortgaged Hotel; and (iii) any Permitted Swap Agreement, as such term is defined and used in the Security Agreements between Debtor and the Secured Parties.

(f) All books and records, computer programs, tapes, discs, "software" (with the exception of software programs owned by Marriott) and other like records and information, evidencing, securing or relating to the Accounts, Inventory, Equipment, Contracts, Management Agreement, Purchase Agreement, any Permitted Swap Agreement or any of them or any other like records and information relating to the above-described collateral (the "Records").

(g) All of the records and books of account now or hereafter maintained by or on behalf of the Debtor in connection with the operation of the above-described collateral.

(h) All property of every kind acquired by the Debtor after the date hereof, which by the terms hereof is required or

intended to be subjected to the lien or security interest of the Security Agreements entered into between Debtor and the Secured Parties shall, immediately upon the acquisition thereof by the Debtor, and without the necessity of any further security agreement or other instrument, become subject to the lien of such Security Agreements.

(i) All of Debtor's interest as Tenant in the Ground Lease or Leases described on Schedule II attached hereto and made a part hereof, as they may be amended from time to time.

COURTYARD BY MARRIOTT II
LIMITED PARTNERSHIP

By: CBM TWO CORPORATION
its general partner

By: Levi A. Combs

Schedule I to Exhibit A

1. Little Rock is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.26 acres situated on Financial Centre Parkway, near the intersection of Shackelford Road and Interstate 630, Little Rock, Pulaski County, Arkansas, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
2. Tucson/Airport is a hotel, with 149 guest rooms, on a parcel of land containing approximately 166,684 square feet situated near the southeastern corner of the intersection formed by Tucson Boulevard and Valencia Road, Tucson, Pima County, Arizona, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
3. Palm Springs is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.28 acres situated at the northeast corner of the intersection formed by Tahquitz-McCallum Way and Hermosa Drive, Palm Springs, Riverside County, California, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
4. Torrance is a hotel, with 149 guest rooms, on a parcel of land containing approximately 3.74 acres situated on the north side of Sepulveda Boulevard, in the block bounded by Crenshaw Boulevard and Maple Avenue, Torrance, Los Angeles County, California, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
5. Boulder is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.27 acres situated in the southwest quadrant of the intersection formed by East Pearl Street and Foothills Parkway (Colorado Highway 157) between 47th and 48th Streets, Boulder, Boulder County, Colorado, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.
6. Norwalk is a hotel, with 149 guest rooms, on a parcel of land containing approximately 3.45 acres situated near Merritt Parkway in the northeast quadrant of the intersection formed by Merritt Parkway and Route 7, Norwalk, Fairfield County, Connecticut, consisting of two, four-story guestroom building joined by one single-story public space buildings of the northern prototype.

7. Fort Myers is a hotel, with 149 guest rooms, on a parcel of land containing approximately 3.9 acres situated at the northeastern corner of the intersection formed by Metro Parkway and Colonial Boulevard, Fort Myers, Lee County, Florida, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
8. Plantation is a hotel, with 149 guest rooms, on a parcel of land containing approximately 3.8 acres situated near the southeastern corner of the intersection formed by S.W. 78th Avenue and S.W. 6th Street, Plantation, Broward County, Florida, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
9. West Palm Beach is a hotel, with 149 guest rooms, on a parcel of land containing approximately 3.944 acres situated near the northwestern corner of the intersection formed by Interstate 95 and 45th Street, West Palm Beach, Palm Beach County, Florida, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
10. Chicago - Woodale is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.74 acres situated near the southwestern corner of the intersection formed by Woodale Road and Thorndale Avenue, Woodale, Addison Township, DuPage County, Illinois, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
11. Kansas City - Overland Park is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.3 acres situated near the southeastern corner of the intersection formed by Metcalf Avenue and Interstate 435, Overland Park, Johnson County, Kansas, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.
12. Lexington is a hotel, with 149 guest rooms, on a parcel of land containing approximately 7.55 acres situated near the northeastern corner of the intersection formed by Newtown Pike Road and New Circle Road, Lexington, Fayette County, Kentucky, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
13. Annapolis is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.74 acres situated one parcel west of the intersection formed by Riva Road and Admiral Cochran Road, Anne Arundel County, Maryland, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.

14. Silver Springs is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.323 acres situated near the southeastern corner of the intersection formed by Cherry Hill Road and Prosperity Drive, Montgomery County, Maryland, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.
15. Andover is a hotel, with 149 guest rooms, on a parcel of land containing approximately 6.703 acres situated near the northeastern corner of the intersection formed by River Road and Old River Road, Andover, Essex County, Massachusetts, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.
16. St. Louis - Westport is a hotel, with 149 guest rooms, on a parcel of land containing approximately 3.62 acres situated in the southeastern quadrant of the intersection formed by Grissom Drive and Westline Industrial Drive, Maryland Heights, St. Louis County, Missouri, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.
17. Charlotte - Southpark is a hotel, with 149 guest rooms, on a parcel of land containing approximately 5.27 acres situated near the southeastern corner of the intersection formed by Park Road and Fairview Road, Charlotte, Mecklenberg County, North Carolina, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
18. Oklahoma City is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.7 acres situated in the southeastern quadrant of the intersection formed by Interstate 40 and Meridian Avenue, Oklahoma City, Oklahoma County, Oklahoma, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.
19. Portland - Beaverton is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.1 acres situated in the Koll Center-Creekside business park, more specifically, the hotel is bordered by Hall Boulevard on the north, Nimbus Drive on the southwest, Southern Pacific Railroad on the west and an undeveloped parcel of land on the south, Beaverton, Washington County, Oregon, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.
20. Philadelphia - Devon is a hotel, with 149 guest rooms, on a parcel of land containing approximately 5.596 acres situated southwest of the intersection formed by Berkley Road and Route 30 (known locally as Lancaster Avenue), in the Devon Square Business Center, Tredyffrin Township, Chester County, Pennsylvania, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.

21. Columbia - Northwest is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.375 acres situated on Zimal Crest Road in the southwestern corner of the intersection formed by Interstate 20 and Interstate 26, within the area bordered by these two routes, to the north and east, and by Bush Run Road, to the South and West, West Columbia, Lexington County and Columbia, Richland County, South Carolina, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the southern prototype.

22. Charlottesville is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.238 acres situated along the Route 29 North corridor, immediately south of the Fashion Square Shopping Mall, Albemarle County, Virginia, consisting of three, two-story guestroom wings forming a u-shape. The single-story public space building will comprise the western side of the structure of the northern prototype.

23. Manassas is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.75 acres situated in the Battlefield Business Park, more specifically, the hotel is bordered by Battleview Parkway on the north, an access road from Battleview Parkway on the east, an off ramp from Interstate 66 on the south and Route 234 (known locally as Sudley Road) on the west, Manassas, Prince William County, Virginia, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.

24. Seattle - Southcenter is a hotel, with 149 guest rooms, on a parcel of land containing approximately 4.5 acres situated near the southeastern corner of the intersection formed by Strander Boulevard and Andover Park West, Tukwila, King County, Washington, consisting of two, three-story guestroom buildings joined by single-story public space buildings of the northern prototype.

Maryland and Delaware

SCHEDULE II--GROUND LEASES

1. Ground Lease dated September 9, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 10820 Financial Center Parkway, Little Rock, Arkansas 72211.
2. Ground Lease dated December 30, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 2505 E. Executive Drive, Tucson, Arizona 85705.
3. Ground Lease dated December 2, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 1300 Tahquitz Way, Palm Springs, California 92262.
4. Ground Lease dated December 30, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 2633 Sepulveda Blvd., Torrance, California 90510.
5. Ground Lease dated November 4, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 4710 Pearl E. Circle, Boulder, Colorado 80301.
6. Ground Lease dated January 1, 1986, as amended by that certain Lease Amendment dated August 26, 1986, by and between Mary E. Fabrizio, as Lessor, and Debtor as successor in interest to Marriott Corporation, as Lessee, for premises located at 474 Main Avenue, Norwalk, Connecticut 06851.
7. Ground Lease dated November 4, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 455 Metro Parkway, Fort Myers, Florida 33901.
8. Ground Lease dated December 2, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 7780 SW 6th Street, Plantation, Florida 33317.
9. Ground Lease dated February 24, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 600 N. Point Parkway, West Palm Beach, Florida 33407.

10. Ground Lease dated September 9, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 900 Wood Dale Road, Wood Dale, Illinois 60191.
11. Ground Lease dated April 21, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 11301 Metcalf Avenue, Overland Park, Kansas 66212.
12. Ground Lease dated October 1, 1987, by and between Essex House Condominium Corporation, as Lessor, and Debtor as successor in interest to Marriott Corporation, as Lessee, for premises located at 1100 Newton Pike, Lexington, Kentucky 40511.
13. Ground Lease dated October 1, 1987, by and between Essex House Condominium Corporation, as Lessor, and Debtor as successor in interest to Marriott Corporation, as Lessee, for premises located at 2559 Riva Road, Annapolis, Maryland 21401.
14. Ground Lease dated October 7, 1987, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 12521 Prosperity Drive, Silver Spring, Maryland 20904.
15. Ground Lease dated February 24, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 10 Campanelli Drive, Andover, Massachusetts 03060.
16. Ground Lease dated October 7, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 11888 W. Line Industrial Blvd., St. Louis, Missouri 63146.
17. Ground Lease dated January 19, 1987, as amended by that certain First Amendment to Land Lease dated January 20, 1987, and as further amended by Second Amendment to Land Lease dated January 26, 1987, Third Amendment to Land Lease dated February 17, 1987, Fourth Amendment to Land Lease dated April 15, 1987, Fifth Amendment to Land Lease dated April 30, 1987, Sixth Amendment to Land Lease dated May 29, 1987, Seventh Amendment to Land Lease dated October 27, 1987, and Eighth Amendment to Land Lease dated January 14, 1988, by and between SouthExecutive Park, as Lessor, and Debtor as successor in interest to Marriott Corporation, as Lessee, for premises located at 6023 Park Road, Charlotte, North Carolina 29210.
18. Ground Lease dated October 7, 1988, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 4301 Highline Blvd., Oklahoma City, Oklahoma 73108.

19. Ground Lease dated May 19, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 8500 S.W. Nimbus Drive, Beaverton, Oregon 97005.
20. Ground Lease dated July 15, 1986, by and between Three Devon Associates, as Lessor, and Debtor as successor in interest to Marriott Corporation, as Lessee, for premises located at 762 Lancaster Avenue, Wayne, Pennsylvania 19087.
21. Ground Lease dated April 21, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 347 Zimalcrest Drive, Columbia, South Carolina 29210.
22. Ground Lease dated April 21, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 1445 Seminole Trail, Charlottesville, Virginia 22901.
23. Ground Lease dated May 19, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 10701 Battleview Parkway, Manassas, Virginia 22110.
24. Ground Lease dated May 19, 1989, by and between Marriott Corporation, as Lessor, and Debtor, as Lessee, for premises located at 400 Andover Park West, Tukwila, Washington 98188.

278571

546 43

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

1 Debtor(s) (Last Name First) and address(es) United Cable Video Entertainment, Inc. 5655 S. Yosemite Street Suite 400 Englewood, CO 80111	2 Secured Party(ies) and address(es) Heller Financial, Inc.* 200 North LaSalle Street Chicago, IL 60601 *individually and as Agent	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 33.00 POSTAGE .50 #456390 0177 R03 T15:37 09/14/89 CK H. ERLE SCHAFER
--	--	--

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

THIS STATEMENT IS SUBJECT TO MARYLAND TAX.
 THE AMOUNT OF INDEBTEDNESS IS \$730,790.00.
 TAXES IN THE AMOUNT OF \$2,411.61 HAVE BEEN PAID AT THE STATE.

5 Assignee(s) (Last Name First) and address(es)
 H. ERLE SCHAFER
 ANNE ARUNDEL COUNTY COURT

Springfield, Illinois 62106
 P.O. Box 5888
GEXIS • DOCUMENT SERVICES

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 collateral which 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**

United Cable Video Entertainment, Inc.
 By: Kenneth P. Warner President
 Signature(s) of Debtor(s) Title

Heller Financial, Inc., individually and as Agent
 By: J. J. Martz
 Signature(s) of Secured Party(ies) Title
 V.P.

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

10005 MM 49029

EXHIBIT A ATTACHED TO FINANCING STATEMENT
EXECUTED BY UNITED BLOCKBUSTER CORPORATION, AS DEBTOR
IN FAVOR OF HELLER FINANCIAL, INC., AS SECURED PARTY

DEBTOR:

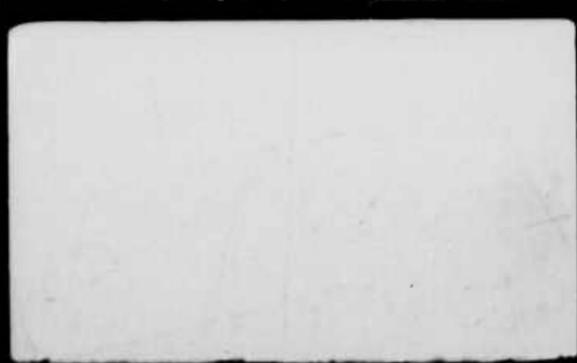
United Blockbuster Corporation
5655 South Yosemite
Suite 400
Englewood, Colorado 80111

SECURED PARTY:

Heller Financial, Inc.
200 North LaSalle Street
Chicago, Illinois 60601

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

- (a) All of the Debtor's presently existing and hereafter arising or acquired accounts, contract rights, chattel paper, instruments or documents, including without limitation, all accounts receivable, book debts, notes, drafts, acceptances, and other forms of obligations now or hereafter owned or held by or payable to the Debtor relating in any way to inventory or arising from the sale or rental of inventory or the rendering of services by the Debtor or howsoever otherwise arising, including the right to payment of any interest or finance charges with respect thereto, together with all merchandise represented by any of the accounts; all such merchandise that may be re-claimed or repossessed or returned to the Debtor; all of the Debtor's rights as an unpaid vendor; and all customer lists, ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs, and other computer prepared information relating to any of the foregoing;
- (b) All of the Debtor's presently owned or hereafter acquired general intangibles, including, without limitation, all goodwill, choses in action, causes of action, franchises (including, without limitation, the Debtor's rights under those certain Franchise Agreements and related agreements between Debtor and Blockbuster Entertainment Corporation, a Delaware corporation (the "Franchisor"), listed on Schedule 1 hereto, as amended, and all other franchise or related agreements entered into between the Debtor and the Franchisor from time to time hereafter), methods, sales literature, drawings, specifications, corporate and other business records, customer lists, descriptions, name plates, catalogs, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, employment



agreements, leasehold interests in real and personal property (other than the Debtor's interest as a lessee under leases of video rental and sales stores and its executive offices), insurance policies (including business interruption insurance), licenses, permits and such other assets which uniquely reflect the goodwill of the business of the Debtor; deposit accounts, letters of credit, and general intangibles relating to other items of collateral, including without limitation, rights to refunds or indemnification; reversionary or other rights of the Debtor to excess employee benefit plan assets upon termination or amendment thereof; and income tax refunds, and claims for tax or other refunds against any city, county, state, or federal government, or any agency or authority or other subdivision thereof;

- (c) All of the inventory of every kind and description, now or at any time hereafter owned by the Debtor, or in the custody or possession, actual or constructive, of the Debtor, wherever located, including, but not limited to, all merchandise (including, without limitation, pre-recorded or blank video cassettes held for sale or rental) and supplies, intended for sale, together with all the containers, packing, packaging, shipping and similar materials related thereto, and including such inventory as is temporarily out of Debtor's custody or possession, including inventory on the premises of others and items in transit, and including any returns and repossessions upon any accounts, documents, instruments or chattel paper relating to or arising from the sale of inventory;
- (d) All of the Debtor's equipment and fixtures, including, without limitation, all machinery, processing equipment, data processing and computer equipment with software and peripheral equipment (other than software constituting part of the property described in part (a) above), and all office equipment, furniture, materials handling equipment tools, attachments, accessories, automotive equipment, motor vehicles, and other equipment of every kind and nature, and fixtures not forming part of the real estate now or hereinafter leased by the Debtor, all whether now owned or hereafter acquired, and wherever situated, together with all parts therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products thereof and requisition or condemnation awards with respect thereto;
- (e) All "fixtures" as such term is defined in the Uniform Commercial Code as adopted and in effect in the State of Illinois, now owned or hereafter acquired by the Debtor;

- (f) All of the Debtor's now owned or hereafter acquired or developed designs, patents, patent rights and applications therefor, trademarks and registrations or applications therefor, trade names, inventions, copyrights and all applications and registrations therefor, software or computer programs, license rights, trade secrets, methods, processes, knowhow, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, whether now owned or hereafter acquired or developed by the Debtor;
- (g) All of the Debtor's deposit accounts (general or special) with any financial institution with which the Debtor now or hereafter maintains deposits;
- (h) All of the Debtor's now owned or hereafter acquired monies, chattel paper, notes, documents, instruments and any and all other personal property and interests in personal property of the Debtor now or hereafter coming into the actual possession, custody or control of the Secured Party or any agent or affiliate of the Secured Party or any lender for which the Secured Party acts as agent with respect to loans to the Debtor, in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise);
- (i) All insurance policies relating to any of the foregoing, including, without limitation, business interruption insurance;
- (j) All of the Debtor's books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) relating to any of the foregoing;
- (k) All accessions and additions to, substitutions for, products of and replacements of any of the foregoing; and
- (l) All cash collections from, and all other cash and non-cash proceeds of, any of the foregoing.

SCHEDULE 1 ATTACHED TO FINANCING STATEMENT EXECUTED BY UNITED
BLOCKBUSTER CORPORATION, AS DEBTOR IN FAVOR OF
HELLER FINANCIAL, INC., AS SECURED PARTY

Franchise and Related Agreements

1. Franchise Agreement dated June 30, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Annapolis, Maryland.
2. Franchise Agreement dated January 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Arcadia, California.
3. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Baltimore, Maryland.
4. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Beltsville, Maryland.
5. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Boise, Idaho.
6. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Castro Valley, California.
7. Franchise Agreement dated July 28, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Danville, Illinois
8. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in District Heights, Maryland.
9. Franchise Agreement dated July 15, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in East Hartford, Connecticut.
10. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Harrisburg, Pennsylvania.

11. Franchise Agreement dated January 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Hartford, Connecticut.
12. Franchise Agreement dated January 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in La Canada, Flintridge, California.
13. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in La Puente, California.
14. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Langley Park, Prince George's County, Maryland.
15. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Lemoyne, Pennsylvania.
16. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Manchester, Connecticut.
17. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Marlo Heights, Maryland.
18. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Mission Hills, California.
19. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Peoria, Illinois.
20. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Panorama City, California.
21. Franchise Agreement dated January, 1, 1989, between Blockbuster Entertainment Corporation and United Cable

Video Entertainment, Inc., regarding a franchise in Pasadena, Maryland.

22. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Reading, Pennsylvania.

23. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in San Gabriel, California.

24. Franchise Agreement dated July 29, 1989, between Blockbuster Entertainment Corporation and United Video Cable Entertainment, Inc., regarding a franchise in San Leandro, California.

25. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Scranton, Pennsylvania.

26. Franchise Agreement dated July 31, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Springfield, Illinois.

27. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Templehill, Maryland.

28. Franchise Agreement dated January 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Tyler, Texas.

29. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Union City, California.

30. Franchise Agreement dated August 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Urbana, Illinois.

31. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Wethersfield, Connecticut.

32. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Wilkes-Barre, Pennsylvania.

33. Franchise Agreement dated March 1, 1989, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., regarding a franchise in Whitehall, Pennsylvania.

34. Area Development Agreement dated November 18, 1988, between Blockbuster Entertainment Corporation and United Cable Video Entertainment, Inc., as amended.

A A County

546 51

278572

FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) and Address(es)</p> <p>The Gerard Company 1340 G. Charwood Road Hanover, Maryland 21076</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Mary Stafford</u></p> <hr/> <p>Return to Secured Party</p>
---	--

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Advertising (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other.

RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE CK .50
#456670 C777 R03 T15:49
09/14/89
SCHAFER
AA CO. CIRCUIT COURT

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

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 200,000
The amount tax to be paid on is \$ 20,000.00 *See attachment*

DEBTOR:

The Gerard Company
(Type Name)

By: [Signature]

By: [Signature]

SECURED PARTY:
SIGNET BANK/MARYLAND

By: Ronald P. Anthony

Ronald P. Anthony
(Type Name)

September 8, 1989
(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.

140.50

RECEIVED
SEP 13 1989

RECORDATION TAX CALCULATION

546 52

To Anne Arundel Court House

The recordation tax for the attached Financing Statements has been calculated based on the following formula:

<u>Equipment and Other Non-Exempt Property</u>		x	<u>Total Amount of Debt</u>	=	<u>Amount Not Exempt from Tax</u>
<u>\$ 65,000</u>	.1	x	\$ 200,000	=	\$ 20,000
\$ 676,000					Anne Arundel Tax is \$7.00 per thousand total tax due is \$140.00

Debtor's Signature: _____

Dated: 7-1-89

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 9/12/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc.
Address 424 Broadneck Road, Annapolis, Maryland 21401

2. SECURED PARTY

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

RECORD FEE 11.00
POSTAGE .50
#456680 0777 R03 T15:49

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

09/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

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

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.

Two (2) new 1990 International Model 3800 school buses
S/N's 1HVBBFCFN2LH220019, 1HVBBFCFN9LH220020
with 66 passenger Thomas school bus bodies.

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)

Chesapeake Charter, Inc.

(Signature of Debtor)

John J. Lonergan Jr. President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

W.R. Brown, Asst. V.P.

Type or Print Above Signature on Above Line

11/8

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.

546 54

278574

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 Howard Wadkins T/A Wadkins Construction Company
Address 8338 Elm Road, Millersville, MD 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 LULL Telescopic Fork Lift, Model 644, S/N P471-N
Complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00
POSTAGE .50
#456690 0777 R03 T15:50
09/14/89
GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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)

XX (If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

(Signature of Debtor or Assignor)

Equipment Finance, Inc.
(Signature of Secured Party or Assignee)

(Signature of Debtor or Assignor)

Sandra L. Harnish
(Signature of Secured Party or Assignee)
Sandra L. Harnish, Asst. Vice President

11/80

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

1. DEBTOR 6710

Name General Elevator Company, Incorporated
Address 601 Nursery Rd. Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., Suite 106 Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE .50

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

H153700 1777 R03 T13:51
OK 09/14/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

- Two (2) #011006 *(2) MOD 30 286 (512K, 1.44DD)
S/N(s): 7404856DTE0, 7405119DTF0
- Two (2) #060881 0.5MB MEM 30-286 SYBD F/0608
- Two (2) #030844 Color Display 12in (8513)S/N(s): 23RM073
23RM089
- Two (2) #07X275 Tiara Lancard/A (LCA)

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)

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)

[Signature]
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)

[Signature]
TREAS
Type or Print Above Signature on Above Line

1/50

546 56

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

278576

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 9/08/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ANDERSON PRINTING CORPORATION
Address 319 LIGHT AVENUE, PASADENA, MD 21122

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

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

3. Maturity date of obligation (if any) SEPTEMBER 8, 1994

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

1968 MIENLE FAVORITE 19 X 25 ONE COLOR PRESS SERIAL #4154
APPLE MACINTOSH IICK COMPUTER
APPLE NTXII LASER PRINTER
MISCELLANEOUS SOFTWARE

RECORD FEE 13.00
POSTAGE .50
#456710 0777 R03 T15:51
09/14/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ANDERSON PRINTING CORPORATION

BY: [Signature]
(Signature of Debtor)

ALLEN E. ANDERSON,
Type or Print Above Name on Above Line

BY: [Signature]
(Signature of Debtor)

SHIRLEY A. ANDERSON,
Type or Print Above Signature on Above Line

X [Signature]
(Signature of Secured Party)

EARL G. WALTER, EXECUTIVE VICE PRESIDENT
Type or Print Above Signature on Above Line

135.50

546 57 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

278577
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 Furnival Machinery Company
Address 7135 Standard Dr., Hanover, Maryland 21076

RECORD FEE **OK** 11.00
#456750 0777-R03 715:53
09/14/89
H. ERIE SCHAFER
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name O&K Trojan Inc.
Address Trojan Circle, Batavia, New York 14020

Person And Address To Whom Statement Is To Be Returned 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 inventories of products manufactured, leased, consigned or sold by O&K Trojan Inc., or its predecessors Trojan Industries, Inc. and O&K Orenstein and Koppel, Inc., or any of their respective divisions or subsidiaries, which are presently owned or which may be hereafter acquired by Debtor which are unpaid (including, without limitation, all inventories of finished products and all service parts, attachments and accessories therefor), and all proceeds thereof.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)
FURNIVAL MACHINERY COMPANY
Type or Print Above Name on Above Line
J P Wreath SECY TREAS
(Signature of Debtor)
J P WREATH
Type or Print Above Signature on Above Line

O&K TROJAN INC.
L.R. Segerstrom
(Signature of Secured Party)
L. R. Segerstrom, Manager, Sales Finance
Type or Print Above Signature on Above Line

11

275578

546 58

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)
Kim's Auto Care Center
1011 S. Crain Hwy.
Glen Burke, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
Castrol, Inc.
1500 Valley Rd.
Wayne, NJ 07474-0973

3. The Debtor is a transmitting utility.
4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
#456950 C777 R03 T15:56
09/14/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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."

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

Products of the Collateral are also covered

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

The description of the property is a growing or to be grown crop.
 The described goods are or will be used in the production of other goods.
 The goods are to be used in the production of other goods.
Describe Real Estate Below

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check appropriate box):
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction,
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

By Doug S. Kim - Pres
Signature(s) of Debtor(s)

Castrol, Inc. Kenneth Cohn

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

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

Qty.	Make	Model	Serial Numbers	Description
1	ARO	611117		heavy duty transfer pump
1				180 gallon bench tank
1				sight gauge



546 PAGE 80



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) Smith, David G. t/a David G. Smith Lumber Co. 1105 Mt. Airy Court Davidsonville, Anne Arundel Co., MD 21035	2. Secured Party(ies) and address(es) C.I.T. Corporation 1301 York Road Lutherville, MD 21093	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #456860 0777 R03 T15:57 09/14/89 LERLE SCHAFER
4. This statement refers to original Financing Statement bearing File No. 476-559 Filed with clerk- Anne Arundel Co., MD Date Filed 8-17-84 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:

The CIT Group/Equipment Financing, Inc.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

108

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 John V. Chamberlin
Address P.O. Box 549, Stevensville, MD 21666

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Drive
Annapolis, MD 21401

RECORD FEE OK 11.00
POSTAGE .50
#456870 CYYT R03 T15:57
09/14/89

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

3. Maturity date of obligation (if any) _____

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

- New John Deere 1050 Compact Utility Tractor
S/N CH1050S022975
- New John Deere 80 Loader
S/N W00080X004109

CHECK THE LINES WHICH APPLY

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

John Chamberlin
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

17.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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 (Lessee)

Name American Commercial Incorporated

Address 20633 Fordyce Avenue Carson, CA 90744

2. SECURED PARTY (Lessor)

Name Yale Financial Services Trust

Address Route 523 & 31 Flemington, NJ 08822

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

3. Maturity date of obligation (if any) _____

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

All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements and substitutions thereto and therefor and all proceeds (including insurance proceeds) thereof.

RECORD FEE 11.00
POSTAGE CK .50
#456880 0777 R03 115:58
09/14/89

Name and address of Assignee: H. ERLE SCHAFER
General Electric Capital Corp
P.O. Box 2160
Flemington, NJ 08822

Filed with Anne Arundel Co.

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)

American Commercial Incorporated

Type or Print Above Name on Above Line

X *Robert Ambrey*

(Signature of Debtor)

X *Robert Ambrey*

Type or Print Above Signature on Above Line

11/50

Robert Noonan

(Signature of Secured Party)

Yale Financial Services Trust

Type or Print Above Signature on Above Line

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

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

1. DEBTOR and address (Last Name First) United Trailer Transport Inc. 108 Holsum Way Glen Burnie, Md. 21061	2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND Metro Plaza One 8401 Colesville Road Silver Spring, Maryland 20910
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4 RETURN TO: Jack L. Ortt Vice President SECURED PARTY 25 W. Chesapeake Ave Towson, MD. 21204 First American Bank of Md.

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT.

Number: 262335 Date: June 16, 19 86
 Record Reference: Book 499 Page 70

6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	6. B. RELEASE TERMINATION <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. 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 referred to above in the property listed below.	6. D. OTHER <input type="checkbox"/>

RECORD FEE 10.00
 POSTAGE .50
 #456940 C77 R03 T16401
 09/14/89

INFORMATION:

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Dated August 18, 19 89 By: Jack L. Ortt, Vice President

15.50

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. 274991

RECORDED IN LIBER 533 FOLIO 338 ON 10/19/88 (DATE)

1. DEBTOR

Name R.E. Michel Company, Inc.
Address One R.E. Michel Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name Signet Bank/MD
Address P.O. Box 1077
Baltimore, MD 21203

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input checked="" type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
	1 (one) Yale forklift model GLC050RDNUAE083 S/N 475050 2 (two) Yale forklifts model GLC030CDNUAE083 S/N's 475897, 475992 4 (four) Yale forklifts model GLC030CDNUAE083 S/N's 476990, 476991, 476992, 476993	
	<div style="text-align: right;"> RECORD FEE 10.00 #456990 C177 R03 T16:02 09/14/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT </div>	

Signet Bank/ MD

Dated X August 22, 1989

X *David A. Bauereis*
(Signature of Secured Party)

X David A. Bauereis

Type or Print Above Name on Above Line

Filed in Anne Arundel County.

11582

FINANCING STATEMENT

278581

- File in the Financing Statement Records of Anne Arundel County
- File in the Land Records of Anne Arundel 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 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 Anne Arundel County, Maryland, securing a debt in the aggregate principal amount of \$150,000.00 or so much thereof as may be advanced, for which all required recordation taxes have been paid.

NAME OF DEBTOR: Richard E. Fehsenfeld and E. Jean Fehsenfeld

ADDRESS: 804 Old Stage Road
Glen Burnie, Maryland 21061

RECORD FEE 12.00
POSTAGE .50
#457010 0777 R03 T18:04
09/14/89

NAME OF SECURED PARTY: CITIZENS BANK OF MARYLAND

ADDRESS: 14401 Sweitzer Lane
Laurel, Maryland 20707
Attn: Thomas J. Huber, Jr., V.P.

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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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.

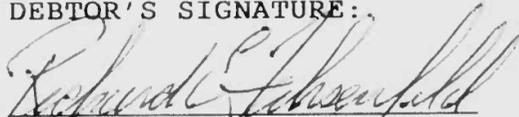
C. All contract rights of and from the herein-described property or any part thereof.

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.

Dated: August 16, 1989

DEBTOR'S SIGNATURE:


Richard E. Fehsenfeld


E. Jean Fehsenfeld

Return to: CHICAGO TITLE INSURANCE COMPANY
Mercantile-Towson Building a
409 Washington Avenue
Towson, Maryland 21204
(301) 825-4435 7113858

FNST0552.ADM

EXHIBIT A

546 - 87

BEING KNOWN AND DESIGNATED as Lot No. 1, Plat entitled "Crainview Gardens" and recorded among the Land Records of Anne Arundel County in Plat Book No. 24, Folio 9. The improvements being known as No. 804 Old Stage Road.

BEING the same lot(s) of ground described in a Deed dated May 26, 1983 and recorded among the Land Records of Anne Arundel County in Liber EAC 3596, folio 639 from Donald E. Lowman and Edith D. Lowman, his wife, to Richard E. Fehsenfeld and E. Jean Fehsenfeld, his wife.

546 68

278583

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 Department of Assessments and Taxation _____
 - (2) Financing Statement Records of Anne Arundel County, MD. X

1. NAME AND ADDRESS OF DEBTORS:

CROWN DRUGS, INC.
8585 Fort Smallwood Road
Pasadena, Maryland 21122

RECORD FEE 18.00
POSTAGE .50
#560430 0237 R02 T10:12
09/15/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. NAME AND ADDRESS OF SECURED PARTY:

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

3. This Financing Statement covers all of the following property of the Debtor:

- A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, 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 Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash 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

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and non-cash proceeds and products of all such goods.

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

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

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit 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. All such fixtures are or will be attached to the building owned by Lisa D. Bertani, located at 8585 Fort Smallwood Road, Pasadena, Maryland 21122.

DATE: August 21, 1989

DEBTOR:

WITNESS:

CROWN DRUGS, INC.

Judith Ahlstrom

BY: Lee A. Ahlstrom
Lee A. Ahlstrom, President

RETURN TO:

ROBLYER & RICHMAN, P.A.
7 Willow Street
Annapolis, Maryland 21401

NOT SUBJECT TO RECORDATION TAX AS TAX HAS ALREADY BEEN PAID TO ANNE ARUNDEL COUNTY, MARYLAND.

546 - 71

Crown Drugs, Inc.
8585 Fort Smallwood Road
Pasadena, Maryland 21122

Listed below are the items and amount purchased for Crown
Drugs as of August 21, 1989:

Alarm System	\$ 4,000.00
Hallmark Fixtures	20,000.00
Lozier Fixtures	25,678.29
Computer	9,495.00
Telephones	269.70
Refrigerator	537.44
Microwave	<u>156.69</u>
Total	<u><u>60,136.12</u></u>

FINANCING STATEMENT

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

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

1. NAME AND ADDRESS OF DEBTOR: RITCHIE BUSINESS PARK LIMITED PARTNERSHIP
c/o Fedder Management Corporation
514 S. Crain Highway
Glen Burnie, Maryland 21061

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

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

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

attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a certain Deed of Trust, Assignment and Security Agreement dated September 12, 1989 from the Debtor for the benefit of Constance M. Creamer and Margaret D. Kirmil, Trustees, and intended to be recorded among the aforesaid Land Records (the "Deed of Trust").

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

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

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

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

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

540 - 74

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:

RITCHIE BUSINESS PARK LIMITED PARTNERSHIP

By: Fedder Management Corporation, General Partner

By: Joel D. Fedder
Joel D. Fedder
President

STATE OF MARYLAND, County of Carroll OF Carroll, TO WIT:

I HEREBY CERTIFY, that on this 12th day of September, 1989, before me, the undersigned Notary Public of said State, personally appeared Joel D. Fedder, who acknowledged himself to be the President of Fedder Management Corporation, a Maryland corporation and the corporate general partner of Ritchie Business Park Limited Partnership, a Maryland limited partnership, known to me (or 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 as the duly authorized President of said corporation by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.

Notary J. [Signature]
Notary Public

My Commission Expires: 7/1/90

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

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

PROPERTY DESCRIPTION

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

BEING KNOWN AND DESIGNATED as Lot No. 1-R as shown on the Plat entitled "Bob Bell & Edward Wicker Sub., 514 N. Crain Highway", which Plat is recorded among the Land Records of Anne Arundel County in Liber 4788, folio 223.



516 76

278584

FINANCING STATEMENT

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

1. Name of Debtor(s) (or Assignor) and address:

The Bread Place, Ltd.
1308 Forest Drive
Annapolis, Maryland 21403

2. Name of Secured Party (or Assignee) and address:

Second National Federal Savings Bank
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, Maryland 21801

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

Eberhard Spiral Mixer, 200Qt. 8530803050
Martin Variety Oven 3 Deck 6 Pan Steam Injected VSL2036

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 which 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)

The Bread Place, Ltd.

By: Richard I. Savel, President

Secured Party:

BY:

Paul C. Conroy, Vice President

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

DATED: _____, 19 _____.

273535

546 77

FINANCING STATEMENT

File No. 9065.3

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50

1. Borrower(s) and Address(es)

E B Partnership
303 Obrecht Road
Millersville, Md. 21108

2. Secured Party and Address

First National Bank of Maryland
18 West Street
Annapolis, Md. 21401

#560910 C055 R02 T13:44

09/15/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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 Borrower's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacement(s), used in or related to the conduct of commercial condominium Units S-5 and S-6 at the Renard Court Condominium known as 2128-2130 Renard Court, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever:

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

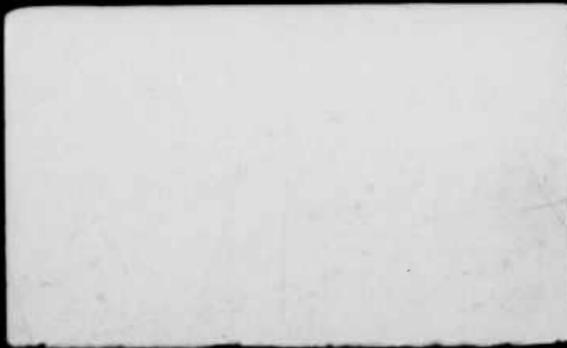
D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. Leases, rents, accounts, deposits, rentals, receipts, issues, proceeds and profits arising out of the use, occupancy or operation of the premises described hereinbefore.

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 (Maryland) Principal amount of debt initially incurred is: \$192,000.000. The recordation tax has been paid to the Clerk of the Circuit Court for Anne Arundel County.

1200
33



Borrower:

E B Partnership
A Maryland General Partnership

By: *Robert K. Elling*
Robert K. Elling
General Partner

Secured Party:

First National Bank of Maryland

By: *Peggy A. Hall*
Peggy A. Hall

9/14/89 1989
Date Signed by Borrower.

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.

546 79

278536

FINANCING STATEMENT

File No. 9065.3

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50

1. Borrower(s) and Address(es)

Barton, Inc.
2128-2130 Renard Court
Annapolis, Md. 21401

2. Secured Party and Address

First National Bank of Maryland
18 West Street
Annapolis, Md. 21401

#560920 0055 R02 T13:44
09/15/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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 Borrower's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacement(s), used in or related to the conduct of commercial condominium Units S-5 and S-6 at the Renard Court Condominium known as 2128-2130 renard Court, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever:

B. All of the inventory of the Borrower, 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 Borrower's present and future accounts receivable, contract rights, rents, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products 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. Leases, rents, accounts, deposits, rentals, receipts, issues, proceeds and profits arising out of the use, occupancy or operation of the premises described hereinbefore.

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 (Maryland) Principal amount of debt initially incurred is: \$192,000.000. The recordation tax has been paid to the Clerk of the Circuit Court for Anne Arundel County.

1100
33



Borrower:

Secured Party:

Barton, Inc.

First National Bank of Maryland

By: Walter D. Elling *Walter D. Elling President* By: Peggy A. Hall *Peggy A. Hall*

9-14 1989
Date Signed by Borrower

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.



278587

546 81

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY

SUBJECT TO RECORDATION TAX ON
THE AMOUNT OF \$2,700,000,
WHICH HAS BEEN PAID TO THE
CLERK OF COURT, ANNE ARUNDEL
COUNTY, UPON RECORDATION OF A
DEED OF TRUST

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

1. Debtor:

Adventures in Home
Building, Ltd.

Address:

c/o Richard E. Polm
303 Nojoles Road, Suite 105
Millersville, Maryland 21108

RECORD FEE 18.00
POSTAGE .50
#561480 0055 R02 T15:35
09/15/89

H. ERLE SCHAFER
CIRCUIT COURT

2. Secured Party:

Provident Bank of
Maryland

Address:

114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery,
equipment, building materials, furniture and furnishings and
articles of personal property of every kind and nature whatsoever
now or hereafter owned by the Debtor and located in or upon any
interest or estate in land described below or any part thereof
and used or usable in connection with any present or future
operation of said land whether now owned or hereafter acquired by
the Debtor including, without limiting the generality of the
foregoing, all furnishings, screens, storm windows and doors,
floor coverings, shrubbery, plants, boilers, tanks, machinery,
appliances, furnaces, radiators, blinds and all heating,
lighting and flood lighting, plumbing, power, water, refrigerat-
ing, 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

800

additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(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 documents, instruments, general intangibles, chattel paper, contract rights (including the rights of the Debtor under any contracts of sale) and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Alex J. Guggenheim and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland.

5. Proceeds of collateral are covered hereunder.

6. The land is more particularly described in Exhibit A attached hereto.

Debtor:

ADVENTURES IN HOME BUILDING, LTD.
a Maryland corporation

By:  (SEAL)
Richard E. Polm, President

Dated: September 13, 1989

Please return to:

Jeffrey P. McCormack, Esquire
Semmes, Bowen & Semmes
250 West Pratt Street
Baltimore, Maryland 21201

00032:00855
FINANCING STATEMENT

546 84
EXHIBIT A

PROPERTY DESCRIPTION

Parcel 1

BEING Lots 1 through 27, inclusive, and all other property shown on the Plat of "Hastings Hunt", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 120, Page 12, as Plat No. 6286.

Parcel 2

BEING Lots 1 through 18, inclusive, and all other property shown on the Plat of "Shannon Green", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, Page 40, as Plat No. 6264.

546 PAGE 85

273588

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) Control Resource Systems, Inc. 670 Mariner Drive Michigan City, Indiana 46360	2. Secured Party(ies) and address(es) Exchange National Bank of Chicago 120 S. LaSalle Street Chicago, Illinois 60603 Attn: ABL Dept. (L-509)	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

4. This financing statement covers the following types (or items) of property: See Exhibit "A" attached hereto and made a part hereof. Not Subject to Maryland Recordation Tax	5. Assignee(s) of Secured Party and Address(es) 11.00 .50 201201 2145 001 713420 09/18/89
--	---

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:

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

Filed with: Anne Arundel County, MD 4163-B# # 132637

CONTROL RESOURCE SYSTEMS, INC. Timothy M. Cavanaugh, Treas./Sec.	John M. Woodcock, Pres.	EXCHANGE NATIONAL BANK OF CHICAGO Bruce Denby Asst. V.P.
By: <i>[Signature]</i> <i>[Signature]</i> <small>Signature(s) of Debtor(s)</small>		By: <i>[Signature]</i> <small>Signature(s) of Secured Party(ies)</small>

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY ALPHABETICAL

11
L

EXHIBIT "A"

The following property of Debtor, whether now or hereafter existing or acquired and wherever now or hereafter located: All accounts, accounts receivable, notes, contract rights, chattel paper, instruments, documents, conditional sales contracts, goods, including, without limitation, inventory and general intangibles, (including, but not limited to, patents and trademarks), and all proceeds of any of the foregoing. Portions of the aforementioned may be located at, but not limited to, the following additional location: 2600 Cabover Drive, Suite C, Hanover, Maryland 21076.

Filed with Anne Arundel County, Maryland

CONTROL RESOURCE SYSTEMS, INC.

EXCHANGE NATIONAL BANK
OF CHICAGO

By: John M. Wozak

By: [Signature]

Title: _____

Title: Asst. V.P.

By: [Signature]

Title: Secretary/Treasurer

STATE OF MARYLAND

LIBER 546 PAGE 87

Anne Arundel County

UNIFORM COMMERCIAL CODE

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

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

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

1. DEBTOR

Name Annapolis Bendix Sales & Service, Incorporated t/a F & B Appliances

Address 1991 West Street Annapolis, MD 21401

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION

Address 5740 Executive Drive, Suite 218, P.O. Box 3296

Baltimore, MD 21228

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: Amendment XXX (Indicate whether amendment, termination, etc.)

Please amend Debtor's address to include:

7466 New Ridge Rd. Bay #9 & 10 Hanover, MD 21076

Louise M. Bolly

Dated 5/5/89

Louise M. Bolly
President

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

D.R. Williams, Jr. Branch Operations Manager
Type or Print Above Name on Above Line

DJ

RECORDED FEE 10.00
INDEX FEE .50
MAY 21 11 04 AM '89
05/18/89

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265498

RECORDED IN LIBER 506 FOLIO 565 ON January 5, 1987 (DATE)

1. DEBTOR

Name Fitloru, Inc. t/a Fitness Concepts
Address 564-H Governor Ritchie Highway Severna Park, MD 21146

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION
Address 5740 Executive Drive, Suite 218, P.O. Box 3296
Baltimore, MD 21228
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> <u>XXX</u> (Indicate whether amendment, termination, etc.)</p>
<p>Please amend Debtor's address to include: 558-E Governor Ritchie Highway Severna Park, MD 21146</p>	

DJ

10.00
.50
447150 265498 130433
09/18/89
J. W. SCHAFER
CLERK COURT

Dated September 12, 1989
X John Wanner, Pres.
Signature of Debtor
John Wanner, President

[Signature]
(Signature of Secured Party)
D.R. Williams, Jr. Branch Operations Manager
Type or Print Above Name on Above Line



STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL
**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

546 89

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 302260 C777 R03 recorded in Liber 538, Folio 357 on _____ (date).

1. DEBTOR(S): /Lessee

Name(s): EJS Management Corporation

Address(es): 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.

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.

See Attached Schedule A

9. DEBTOR: /Lessee

EJS Management Corporation

Frank J. Scott, President

(Signature)

SECURED PARTY/Lessor

EB Industrial Leasing Corporation
~~EQUITABLE BANK AND TRUST ASSOCIATION~~

By Robert P. Kurz, Jr. V.P.

Robert P. Kurz, Executive Vice President
(Type Name and Title)

SCHEDULE A

546 90

- 1- AST 120 20M Serial # TW004456
- 1- AST 120 20M Serial # TW0075937
- 1- AST 140 40M Serial # TW004922
- 1- Color Monitor Serial # MC81003506
- 1- Color Monitor Serial # MC81003527
- 1- Color Monitor Serial # MC80900062
- 1- TTL White Monitor Serial # AST BWD-049670
- 1- ALQ24e 300 ALPS Serial # 9D1200146Y
- 1- Allegro 1000 Serial # 8G0027369T
- 1- Math Plan Serial # PL - 129723
- 1- Math Plan Serial # PL - 129724
- 1- Math Plan Serial # PL - 129725
- 1- Word Perfect 5.0
- 1- Time Line Serial # TL-A3.00.OU0355.D21C
- 1- Fast Back Serial # 113-012444G
- 1- Learning DOS Serial # LD-245678
- 1- Key Board Draw
- 1- Rolling Racks
- 1- Battery Backup Serial # P8901521
- 1- Battery Backup Serial # P8901658
- 1- Battery Backup Serial # P8901535
- 1- Battery Backup Serial # P89012347
- 5- File Boxes

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

546 91

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 302260 C777 R03 recorded in Liber 538, Folio 357 on _____ (date).

1. DEBTOR(S) /Lessee

Name(s): FJS Management CorporationAddress(es): 305 East Furnace Branch Road, Glen Burnie, MD 21061

2. SECURED PARTY/Lessor

Name: EB Industrial Leasing CorporationAddress: 898 Airport Park Road, Suite 100, Glen Burnie, MD 21061

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.

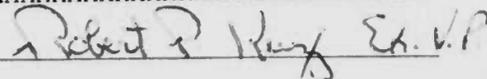
8. 1- AST 123 20M
1- KXP 1592 Panasonic
1- KXP 4450 Panasonic
2- Printer Rack
4- Covers
1- Disk 96 TPA HD
49- Disk 96 TPI HD
1- Cleaner Kit
12- Ribbons

9. DEBTOR: /Lessee

FJS Management CorporationFrank J. Scott, President


(Signature)

SECURED PARTY:/Lessor

EB Industrial Leasing Corporation~~ROUITABLE BANK NATIONAL ASSOCIATION~~By Robert P. Kurz, Executive Vice President

(Type Name and Title)

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: September 5, 1989

(X) Not Subject to Recordation Tax

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

NAME OF DEBTOR (S): Chesapeake Marine Supply, Inc.

ADDRESS: 963 Ritchie Hwy.
Arnold, Md. 21012

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

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

CK MUSTAGE 11.00
50
09/18/89

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

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable
now owned and hereafter acquired

DEBTOR(S):
Chesapeake Marine Supply, Inc.
(Company Name)

BY: *Edwin Most, Jr.*
Edwin Most, Jr. President

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *Robert E. Mann*
(Authorized Signature)

Robert 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.)

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

546 94

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....
275500

1. Name of Debtor(s): Sir Walter Raleigh Inns, Inc.
Address: 19100 Montgomery Village Avenue AND Craft Foods
Gaithersburg, MD 20879 7477 Candlewood Road
Linthicum, MD 21090

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road AND Heran & Kirkwood
Silver Spring, Maryland 20910 7251 Standard Drive
Hanover, MD 21076

<p>3. This Financing Statement covers the following types (or items) of property:</p> <p>All Inventory of Debtor, whether now owned or hereafter acquired, stored and maintained at the addresses indicated above.</p>	<p>PROPERTY</p> <p>PERSONS</p> <p>PERACCU</p> <p>PROPERTY</p>
--	---

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.

Sir Walter Raleigh Inns, Inc.
Debtor(s):
By: Carl R. Sturges
Carl R. Sturges, President
By: Walter B. Ward, Jr.
Walter B. Ward, Jr., Secretary

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)

12.00
7.50
CK
09/18/89

STATE OF MARYLAND
Anne Arundel County,
Maryland

546 95

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251131

RECORDED IN LIBER 471 FOLIO 250 ON 03/06/84 (DATE)

1. DEBTOR

Name MR. TIRE, INC.
Address 7223 Ambassador Road Baltimore, Maryland 21207

2. SECURED PARTY

Name DUNLOP TIRE CORPORATION
Address P. O. Box 405, Buffalo, NY 14240
HOGAN & HARTSON 111 S. Calvert St. Baltimore, MD 21202 (WJV)
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 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:</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>1. All property of Debtor which is not (a) inventory manufactured or distributed by Secured Party, (b) inventory bearing the brand name or trademark of Secured Party (or any other brand name or trademark owned or used by Secured Party), or (c) inventory sold to Debtor by Secured Party.</p>	
	<p>2. All proceeds of Debtor's inventory including, without limitation, accounts receivable, chattel paper, notes, instruments, documents and general intangibles.</p>	

Nothing herein is intended to create any security interest or other right of Secured Party in any property of Debtor not described in the referenced financing statement.

DUNLOP TIRE CORPORATION

Dated September 11, 1989

BY: Craig Parkus
(Signature of Secured Party)
General Credit Manager
Type or Print Above Name on Above Line

RETURN TO:
Hogan & Hartson
111 S. Calvert Street
Baltimore, MD 21202



COLONIAL PACIFIC LEASE NO. 039119001

COLONIAL PACIFIC LEASING
P.O. BOX 1100

OWNER'S OR MORTGAGEE'S CONSENT

9-5278501

TUALATIN, OR 97062-1100

WHEREAS, the undersigned is the Owner/Mortgagee/Trustee (strike all but one) of realty situated in the County of Anne Arundel, State of Maryland, DESCRIBED AS FOLLOWS: (insert legal description and street address):

* Lot 7-R, Annapolis Science Center Subdivision, 2nd District, Anne Arundel County, Liber 4211, Folio 823, 190 Admiral Cochrane Drive, Annapolis, MD

WHEREAS, COLONIAL PACIFIC LEASING CORPORATION (hereinafter referred to as "Lessor") is about to lease, or has leased, pursuant to the terms of that certain Lease Agreement dated the _____ day of _____, 19____, denoted Colonial Pacific Lease No. _____ between Lessor and TELESPECTRUM INC., 406 Headquarters Dr., Millersville, MD 21108

(hereinafter referred to as "Lessee"), the following property (hereinafter "Equipment"), which Equipment has been or is about to be erected, installed or otherwise affixed to the aforesaid realty: (insert description of the equipment):

NOW, THEREFORE, in order to induce Lessor to enter into said Lease Agreement and in consideration of the lease of the Equipment by Lessor to Lessee, and other good and valuable consideration, the undersigned does hereby covenant and agree to and with Lessor, that the undersigned for its heirs, administrators, executors, successors and assigns, expressly assents to reservation of title to the Equipment in lessor, its successors and assigns, and agrees that the Equipment shall be and remain personal property and shall be removable by Lessor, its successors or assigns. The undersigned for its heirs, successors and assigns, expressly waives any claim to the equipment, as fixtures or otherwise, whether such claim be now existing or hereinafter acquired.

FURTHER, the undersigned hereby expressly waives any and all rights which the undersigned may now possess or may hereafter acquire to seize, hold, distrain, levy upon, take possession of, sell or otherwise transfer the Equipment until such time as Lessor has waived in writing any interest in the Equipment.

The covenants herein contained shall run with the land.

✓ IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed, or caused these presents to be signed by its proper and authorized corporate officer/s and caused its corporate seal to be affixed hereto this 21st day of August, 1987.

Signed, sealed and delivered in the presence of:

✓ INDIVIDUAL/PARTNERSHIP OWNER SIGNATURE:

CORPORATE OWNER SIGNATURES:

Clidorn M. Carr III

Individual Owner or Mortgagee

PRINT NAME: CLIDORN M. CARR, III

If Owner/Mortgagee is Married, Spouse

Corporate Owner/Mortgagee

TITLE _____

BY _____

Authorized Officer

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP OWNER/MORTGAGEE ✓

STATE OF Maryland
COUNTY OF Prince Georges

I, Virginia Jones, A Notary Public in and for the State of Maryland, County of Prince Georges, hereby certify that on this 21st day of August, 19 87, before me personally appeared Carbone M. Smith to me well known to be (one of the partners of the partnership) (the identical individual named in and) who executed the within and foregoing instrument and acknowledged that he signed, sealed and delivered the same as (the partnership's) (his) free act and deed for the uses, purposes and consideration therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Virginia Jones
Notary Public
In and for the State of: Maryland
My Commission Expires: 7/1/90

ACKNOWLEDGEMENT BY CORPORATE OWNER/MORTGAGEE

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19 _____, before me a Notary Public in and for the State of _____, County of _____ personally appeared _____ to me personally well-known and known to me to be _____ of the corporation which executed the within and foregoing instrument, who being by me duly sworn on oath stated that he was authorized to execute said instrument; that he is such officer, that he knows the seal of said corporation by authority of the Board of Directors and he acknowledged the execution of said instrument to be his free, true and lawful act and deed of said corporation by him in his said capacity and by it voluntarily executed for the uses, purposes and consideration therein mentioned.

Notary Public
In and for the State of: _____
My Commission Expires: _____

RETURN ACKNOWLEDGED COPY TO:

COLONIAL PACIFIC LEASING CORPORATION
P.O. BOX 1100
Tualatin, OR 97062

(7/85)





SCHEDULE "A"

SCHEDULE FORMING PART OF LEASE NO. _____ BY AND
BETWEEN INTERNATIONAL EQUITY COMPANY, LESSOR, AND
TELESPECTRUM INC, LESSEE.

QUANTITY	DESCRIPTION
1	Schlage Electronics (SE) Model 902 Card Reader with Enclosure, power supply, battery back-up and Auto-dialer
1	SE RO 4 relay output Module
2	SE MI 6/ RO 1 Multi Input Module
2	SE Secure Tap
1	Texas Instruments Silent 700 Printer Terminal
4	Sentrol Door Contacts
2	Pulinix Passive Infrared Detectors
15	Sentrol Shatterbox Glass Break Sensors w/ Power
1	Chemitron Heat Rise Sensor
2	Folger Adams Door Strikes
1	Adams Rite Push Paddle Exit Bar
1 Lot	Hardware, cable and wire sufficient to install

PAGE 1 OF 1 OF THIS
SCHEDULE "A"

TELESPECTRUM INC
(LESSEE)
BY: [Signature]
TITLE: President

040087

FORM 546 PAGE 99

278592

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 12,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Carmody, Childs & Flood

77 West St., Suite 310
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):
 - 2 Compuadd 286/10 - 512KB Ram - Computers and all equipment attached there too.
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)

Carmody, Childs & Flood

FARMERS NATIONAL BANK OF MARYLAND

BY:

Walter AB Childs

BY:

William A. Kacker II

Type or print names under signatures

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

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT
 RECORD FEE 11.00
 RECORD TAX 84.00
 POSTAGE .50

CK 7871510 2155 401 713102
 09/18/99
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

1100
8410
P



888881

546 100

278593

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax To be Recorded in Land Records (For Fixtures Only).
 Subject to Recordation Tax; Principal
 Amount is \$ 9,438.63

Name of Debtor

Address

Ebersberger Contracting, Inc.

P.O. Box 605
Arnold, MD 21012

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):

1988 Vermeer Brush Chipper, Model 1250, Serial Number 277

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)

Ebersberger Contracting, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Michael J. Ebersberger*
Michael J. Ebersberger, President

BY: *Ross J. Selby*

Type or print names under signatures

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

RECORD FEE 11.00
 RECORD TAX 65.50
 POSTAGE CK .50
 8871520 0088 801 713403
 09/18/89

W. EMLE SCHAFER
CLERK OF CIRCUIT COURT

*11/12
6650
JD*

*11
6650*

570-006

FORM 546 (REV 10/1)

278591

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 36,435.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Ferguson Trenching Co., Inc.

Address

123 Revell Highway
Annapolis, Md. 21401

SECURED PARTY

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

Attach separate list if necessary

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

Duo - Pact Model SDR400 Roller Ser# 750.

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

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

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

RECORD FEE 11.00
 COURT TAX 355.50
 FILING FEE .50
 11/3/04
 09/18/89

CK
 ERLE SCHAFER
 MD SO. DISTRICT COURT

Debtor (or Assignor)

Secured Party (or Assignee)

Ferguson Trenching Co., Inc.

FARMERS NATIONAL BANK OF MARYLAND

By:

Stanley R. Ferguson

BY

[Signature]

Type or print names under signatures

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

11.00
255.50
0.50

255.11
7.50

546 102

078595

FINANCING STATEMENT

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Borrower(s) and Address(es) 2. Secured Party and Address
- Brookman Enterprises, Ltd. Vincenti's Incorporated
 Fairfax Drive 2551 CHEVAL DR
 Annapolis, Maryland 21401 DAVIDSONVILLE MD. 21035

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 Borrower's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacement(s), used in or related to the conduct of the grocery and market known as West River Market, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever:

B. All of the inventory of the Borrower, 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 Borrower's present and future accounts receivable, contract rights, rents, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products 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. See attached Exhibit A Schedule of Property.

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.

12/10

CK
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT
 RECORD FEE 12.00
 POSTAGE .50
 #562060 0055 R02 T13:18
 09/18/89
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

546-103

Recordation Tax Paid Waiver

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax (Maryland)
Principal amount of debt initially incurred is: \$ 20,000

BORROWER:

SECURED PARTY:

BROOKMAN ENTERPRISES, LTD.

VINCENTI'S INCORPORATED

By: *Larry Brookman*
Larry Brookman, President

By: *Perry Campanaris*
Perry Campanaris, President

9/8/89
Date Signed by Borrower

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.

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

546 1114

278536

FINANCING STATEMENT

1. Name & Address of Debtor: SETH-CAMERON, INC.
1416 Annapolis Road
Odenton, Maryland 21113
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

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

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lots 46, 47 and 48, Block X, Burns Crossing Road, Grande View Park, Severn, Maryland 21144, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lots 46, 47 and 48, Block X, Burns Crossing Road, Grande View Park, Severn, Maryland 21144, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:
SETH-CAMERON, INC.

Secured Party:
SEVERN SAVINGS BANK, FSB

By: [Signature]
GERALD O. GOODMAN, President

By: [Signature]
Alan J. Hyatt, President

By: [Signature]
HENRY R. SHINABERRY, Vice President

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

546 105

276537

FINANCING STATEMENT

1. Name & Address of Debtor: MICHAEL A. SHURE
JOHN COOK and
RICHARD J. GOODALL
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 of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof. (the "Property"):

All the fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials, and components or parts thereof and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the property (whether or not delivered thereto), and all such as are now or hereafter located in or upon the Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, to the extent now or hereafter existing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

TOGETHER with all the right, title and interest (but not the obligations of Debtor, present and future, in and to all present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including,

18.00

.50

25 201 71400

09/19/87

CK

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546-1106

but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid land and other Property and its development, occupancy and use.

(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:

Michael A. Shure
By Jay H. Farberman, Atty in fact
MICHAEL A. SHURE, by his attorney-in-fact, JAY H. FARBMAN

SEVERN SAVINGS BANK, FSB
By: *John M. Weighnan, Jr.*
John M. Weighnan, Jr.

John Cook
By Jay H. Farberman, Atty in fact
JOHN COOK, by his attorney-in-fact JAY H. FARBMAN

Richard J. Goodall
By Jay H. Farberman, Atty in fact
RICHARD J. GOODALL, by his attorney-in-fact, JAY H. FARBMAN

EXHIBIT "A"

546 1117

BEGINNING for the same at point number 47 on the east side of Parkway Drive sixty (60) feet wide as shown on the plat of Parkway Industrial Center, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 34, at page 8, running thence with and binding on the south side of said Parkway Drive.

(1) North 34 degrees 51 minutes 30 seconds East 264.97 feet to point No. 48, thence (2) North 79 degrees 51 minutes 30 seconds East 56.57 feet to point No. 49 on the south side of Standard Drive, thence with and binding on the south side of Standard Drive, (3) South 55 degrees 8 minutes 30 seconds East 253.88 feet to point No. 50 on the west side of a railroad easement thirty-four (34) feet wide, thence leaving said Standard Drive and running with and binding on the West side of said easement, (4) 451.62 feet along the arc of a curve to the right having a radius of 366.07 feet to the place of beginning, containing 1.4564 acres of land, more or less, as now established by C. D. Messick, Jr. and Associates, Inc.

BEING ALSO KNOWN AND DESIGNATED as Lot No. 4, as shown on a plat entitled, "Section Seven, PARKWAY INDUSTRIAL CENTER", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 44, folio 39.

BEING the same property which by deed dated June 23, 1989 and recorded among the Land Records of Anne Arundel County in Liber 4883, folio 733, was granted and conveyed by WILBUR H. SMITH and GLENN C. SMITH, Trustee unto MICHAEL A. SHURE, RICHARD J. GOODALL and JOHN COOK.

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

If transaction or transactions wholly or partially subject to 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.

278533

1. DEBTOR

Name Fisher Camuto Retail Corp.
Address 9 West Broad Street, Stamford, Connecticut 06902

2. SECURED PARTY

Name NatWest USA Credit Corp.
Address 175 Water Street, New York, New York 10038

Person And Address To Whom Statement Is To Be Returned 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 for description of collateral.

Name and address of Assignee
RECORD FEE 13.00
POSTAGE .50

NOT SUBJECT TO RECORDATION TAX

LOCAL ADDRESS: Marley Station
7900 Ritchie Highway
Glen Burnie, MD 21061
Filed with: Anne Arundel County, 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)

Dennis P. Libertore VP
DENNIS P. LIBERTORE - VP
FISHER CAMUTO RETAIL CORP.

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

Michael Richmond VP
MICHAEL RICHMOND - VP
NATWEST USA CREDIT CORP.

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

KWM



Schedule A to UCC-1 Financing Statement

The Collateral shall include the following:

(a) (i) all raw materials, work in process, finished goods and inventory of Debtor of whatsoever kind or nature (including, without limitation, both wholesale and retail inventory) and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by Debtor; (ii) all equipment, machinery, tools, dies, jigs, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired by Debtor; and (iii) all books, records and other property relating to the foregoing;

(b) (i) all of Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, as such terms are defined in the Uniform Commercial Code ("UCC"), including (without limitation) all present and future choses in action and reversionary interests in property rights of Debtor, and all obligations for the payment of money arising out of Debtor's sale of goods or rendition of services (all of the foregoing, collectively, "Accounts"); (ii) all of Debtor's rights, remedies, security and liens in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Account, and credit and other insurance; (iii) all of Debtor's right, title, and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (iv) all of Debtor's deposit accounts, as such term is defined in the UCC; (v) all books, records, ledger cards, computer programs and other property and general intangibles at any time evidencing or relating to the Accounts; and (vi) all of Debtor's other general intangibles of every kind and description, whether now existing or hereafter arising, including (without limitation) trademarks, tradenames, tradestyles, service marks, patents, copyrights, Federal, State and local tax refund claims of all kinds and

DOC #

546 110

Debtor's right, title and interest in and to, and benefit under, the Guaranty Letter, dated August 31, 1989, by J. Wayne Weaver in favor of Debtor and certain affiliates of Debtor;

(c) any and all moneys, securities, drafts, notes, items and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, custody, pledge, transmission or otherwise, and any and all balances, sums, proceeds and credits of Debtor with, and any and all claims of Debtor against Secured Party, at any time existing; and

(d) any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by Debtor against third parties for loss or damage to or destruction of any or all of the foregoing property, and any claims by Debtor against third parties for infringement of trademarks, patents or copyrights).

DOC #

2

Recording Tax on Principal Amount of \$ 729,500.00 is payable on a Deed of Trust recorded simultaneously herewith among the Land Records of Anne Arundel County.

546 111

278539

TO BE) RECORDED _____ SUBJECT TO) RECORDING TAX
) IN THE) ON PRINCIPAL
_____ NOT TO BE) FINANCING NOT SUBJECT TO) AMOUNT OF
STATEMENT) \$ 729,500.00
RECORDS OF ANNE ARUNDEL COUNTY
FINANCING STATEMENT

THE DEMPSEY COMPANY, INC.

Name or Names-Print or Type

1. Debtor(s): _____ Crofton, Maryland 21114
Address-Street No., City-County State Zip Code

Name or Names-Print or Type

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

RECORD FEE 17.00
POSTAGE .50
#562210 0237 R02 T14:29
09/18/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

6. Proceeds of collateral are _____ are not covered.

7. Products of collateral _____ are are not covered.

DEBTOR(S): THE DEMPSEY COMPANY, INC.

, President

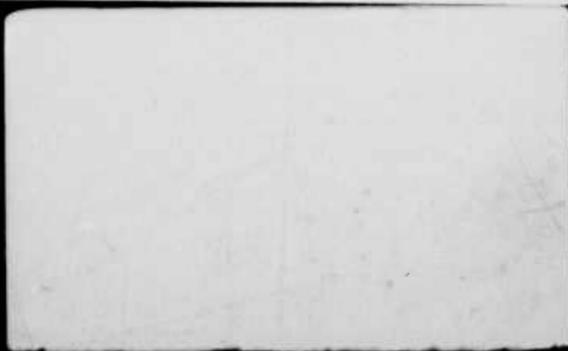
JAMES DEMPSEY
Type or Print

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

James G. Prince
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, MD 21201

1700

8202-1
Financing Statement Form
AFTER RECORDING MAIL TO:
Society Mortgage Corp.
849 Fairmont Avenue
Towson, MD. 21204



546-112

EXHIBIT A

A) Lot Numbered Eighteen (18), in the subdivision known as "SECOND REVISED PLAT 4, CROFTON ORCHARD, Lots 16, 18, 20A, 21B, 22B, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35," as per plat recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at plat 15. ("Lot 18")

B) Lot Numbered Twenty-Six (26), in the subdivision known as "SECOND REVISED PLAT 4, CROFTON ORCHARD, Lots 16, 18, 20A, 21B, 22B, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35," as per plat recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at plat 15. ("Lot 26")

C) Lot Numbered Thirty-One (31), in the subdivision known as "SECOND REVISED PLAT 4, CROFTON ORCHARD, Lots 16, 18, 20A, 21B, 22B, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35," as per plat recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at plat 15. ("Lot 31")

D) Lot Numbered Thirty-Four (34), in the subdivision known as "SECOND REVISED PLAT 4, CROFTON ORCHARD, Lots 16, 18, 20A, 21B, 22B, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35," as per plat recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at plat 15. ("Lot 34")

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) 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; and

(f) 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

(g) All goods, trade fixtures, inventory, swine, poultry, cattle, horses and other livestock, and all crops, seed and farm products of any kind; and

(h) 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.1

Not subject to recordation tax

INDEMNITY FINANCING STATEMENT

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY

This Indemnity Financing Statement is presented to a
Filing Officer pursuant to the Uniform Commercial Code:

1. Indemnitor/Debtor:

5600 Leiden Corporation

Address:

c/o Louis P. Reeder &
Associates, Inc.
7411 Baltimore and
Annapolis Blvd.
Glen Burnie, Maryland 21061

2. Secured Party:

Chase Bank of
Maryland

Address:

10 E. Baltimore Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department

3. This Indemnity Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Indemnitor/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 Indemnitor/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

21

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;

(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 Indemnitor/Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Indemnitor/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 Indemnitor/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; and

(c) All documents, instruments, inventory, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by the Indemnitor/Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

3. The aforesaid items are included as security in an Indemnity Deed of Trust, Assignment of Rents and Security Agreement given by Indemnitor/Debtor to Patrick W. Blewett and Peter W. Mills, Trustees, and recorded or intended to be recorded among the Land Records of Baltimore County.

4. Proceeds of collateral are covered hereunder.

5. The land is more particularly described in Exhibit A attached hereto.

Indemnitor/Debtor:

5600 LEIDEN CORPORATION

By: *James J. Judd*, President

Dated: September 11, 1989

8690-27
WPC13032.2

BEGINNING for the first thereof at the westernmost end of the gusset line connecting the northeast side of Hamilton Avenue, as proposed to be widened to seventy feet, with the northwest side of Leiden Road, as laid out sixty feet wide and as shown on the Plat of Section 3, Holland Hill, recorded among the Land Records of Baltimore County in Plat Book R.R.G. No. 29, folio 107, and running thence binding on said gusset line, (1) south 64 degrees 18 minutes 30 seconds east 10.90 feet, thence along the northwest side of said Leiden Road, the two following courses and distances: (2) north 65 degrees 36 minutes 00 seconds east 61.66 feet and (3) northeasterly by a curve to the left with the radius of 946.00 feet, the distance of 110.33 feet, which arc is subtended by a chord bearing north 62 degrees 15 minutes 32 seconds east 110.27 feet to the southwest side of an alley sixteen feet wide and shown on said Plat, thence binding on the southwest side of said alley and continuing the same course in all (4) north 31 degrees 34 minutes 00 seconds west 147.57 feet to a point in the third or south 46 degrees 17 minutes 51 seconds west 532.08 foot line of the land conveyed by Joseph F. Wielepski and wife to Kenwood Construction Co., Inc., by Deed dated July 20, 1959 and recorded among the said Land Records in Liber W.J.R. No. 3565, folio 279, thence binding on a part of said third line, (5) south 46 degrees 17 minutes 51 seconds west 158.81 feet to a point on the aforementioned northeast side of Hamilton Avenue, and thence binding on said northeast side of Hamilton Avenue, (6) southeasterly by a curve to the left with the radius of 750 feet, the distance of 92.62 feet, which arc is subtended by a chord bearing south 17 degrees 55 minutes 49.5 seconds east 92.56 feet to the place of beginning. Containing 0.4782 of an acre of land, more or less, as surveyed by Matz, Childs & Associates, Inc., dated February 27, 1967.

BEGINNING for the second thereof at the southernmost end of the gusset line connecting the northeast side of Hamilton Avenue, as proposed to be widened to seventy feet, with the southeast side of Leiden Road, as laid out sixty feet wide and as shown on the Plat of Section 3, Holland Hill, recorded among the Land Records of Baltimore County in Plat Book R.R.G. No. 29, folio 107, and running thence binding on said gusset line (1) north 15 degrees 30 minutes 30 seconds east 10.90 feet, thence along the southeast side of said Leiden Road the two following courses and distances: (2) north 65 degrees 36 minutes 00 seconds east 61.66 feet, and (3) northeasterly by a curve to the left with the radius of 1006.00 feet, the distance of 125.87 feet, which arc is subtended by a chord bearing north 62 degrees 00 minutes 56 seconds east 125.79 feet to the westernmost end of the gusset line connecting said southeast side of Leiden Road with the southwest side of Arnhem Road, as laid out sixty feet wide and as shown on said plat, thence binding on said last mentioned gusset line, (4) south 77 degrees 38 minutes 34 seconds east 11.10 feet, thence along the southwest and south side of Arnhem Road, as shown on said plat and on the Plat of Section 4, Holland Hill, recorded among the Land Records in Plat Book R.R.G. No. 30, folio 9, the four following courses and distances: (5) south 33 degrees 43 minutes 00 seconds east 122.92 feet, (6) southeasterly by a curve to the left with the radius of 167.50 feet, the distance of 119.34 feet, which arc is subtended by a chord bearing south 54 degrees 07 minutes 45 seconds east 116.84 feet, (7) southeasterly by a curve to the right with a radius of 50.00 feet, the distance of 47.29 feet, which is subtended by a chord bearing south 47 degrees 26 minutes 45 seconds east 45.55 feet and (8) southeasterly by a curve to the left with the radius of 50.00 feet, the distance of 98.82 feet, which is subtended by a chord bearing south 76 degrees 58 minutes 18 seconds east 83.91 feet to the southwest side of an alley sixteen feet wide and shown on said last mentioned plat, thence binding on the southwest side of said alley and continuing the same course in all (9) south 52 degrees 48 minutes 00 seconds east 194.30 feet to a point on the southeast outline of the land conveyed by Robert's Realty Co., Inc. to the

Construction Co., Inc., by Deed dated February 20, 1959 and recorded among said Land Records in Liber W.J.R. No. 3528, folio 418, thence binding on a part of said outline, (10) south 47 degrees 46 minutes 00 seconds west 245.37 feet to the aforementioned northeast side of Hamilton Avenue, thence binding on said northeast side of Hamilton Avenue the two following courses and distances: (11) north 61 degrees 58 minutes 49 seconds west 94.16 feet and (12) northwesterly by a curve to the right with the radius of 635 feet, the distance of 205.87 feet, which arc is subtended by a chord bearing north 52 degrees 41 minutes 33 seconds west 204.97 feet to a point in the outline of said last mentioned land, thence binding on a part of said outline (13) north 45 degrees 15 minutes 54 seconds east 193.51 feet to the end of the tenth or south 44 degrees 44 minutes 06 seconds east 150 feet line of the land conveyed by Joseph F. Wielepski and wife to Kenwood Construction Co., Inc., by Deed dated July 20, 1959 and recorded among the Land Records in Liber W.J.R. No. 3565, folio 279, thence binding reversely on said tenth line and on a part of the ninth line of said last mentioned land, (14) north 44 degrees 44 minutes 06 seconds west 150 feet and (15) south 45 degrees 15 minutes 54 seconds west 187.23 feet to the aforementioned northeast side of Hamilton Avenue, and thence binding on said northeast side of Hamilton Avenue (16) northwesterly by a curve to the right with the radius of 750 feet, the distance of 159.97 feet, which arc is subtended by a chord bearing north 33 degrees 26 minutes 31 seconds west 159.66 feet to the place of beginning. Containing 2.3892 acres of land, more or less, according to a survey and description prepared by Matz, Childs & Associates, Inc., dated February 27, 1967.

Not subject to recordation tax-
recordation tax paid on Deed of
Trust securing amount of
\$550,000.00 filed simultaneously
herewith among the Land Records of
Baltimore County

FINANCING STATEMENT

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY

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

1. Debtor:	Address:
5600 Leiden Corporation	c/o Louis P. Reeder & Associates, Inc. 7411 Baltimore and Annapolis Blvd. Glen Burnie, Maryland 21061

2. Secured Party:	Address:
Chase Bank of Maryland	10 E. Baltimore 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 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;

12

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) All documents, instruments, inventory, general intangibles, chattel papers, 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.

3. The aforesaid items are included as security in a Purchase Money Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Patrick W. Blewett and Peter W. Mills, Trustees, and recorded or intended to be recorded among the Land Records of Baltimore County.

4. Proceeds of collateral are covered hereunder.

5. The land is more particularly described in Exhibit A attached hereto.

Debtor:

5600 LEIDEN CORPORATION

By: *John J. Pender*
President

Dated: September 11, 1989

8690-27
WPC13027.2

BEGINNING for the first thereof at the westernmost end of the gusset line connecting the northeast side of Hamilton Avenue, as proposed to be widened to seventy feet, with the northwest side of Leiden Road, as laid out sixty feet wide and as shown on the Plat of Section 3, Holland Hill, recorded among the Land Records of Baltimore County in Plat Book R.R.G. No. 29, folio 107, and running thence binding on said gusset line, (1) south 64 degrees 18 minutes 30 seconds east 10.90 feet, thence along the northwest side of said Leiden Road, the two following courses and distances: (2) north 65 degrees 36 minutes 00 seconds east 61.66 feet and (3) northeasterly by a curve to the left with the radius of 946.00 feet, the distance of 110.33 feet, which arc is subtended by a chord bearing north 62 degrees 15 minutes 32 seconds east 110.27 feet to the southwest side of an alley sixteen feet wide and shown on said Plat, thence binding on the southwest side of said alley and continuing the same course in all (4) north 31 degrees 34 minutes 00 seconds west 147.57 feet to a point in the third or south 46 degrees 17 minutes 51 seconds west 532.08 foot line of the land conveyed by Joseph F. Wielepski and wife to Kenwood Construction Co., Inc., by Deed dated July 20, 1959 and recorded among the said Land Records in Liber W.J.R. No. 3565, folio 279, thence binding on a part of said third line, (5) south 46 degrees 17 minutes 51 seconds west 158.81 feet to a point on the aforementioned northeast side of Hamilton Avenue, and thence binding on said northeast side of Hamilton Avenue, (6) southeasterly by a curve to the left with the radius of 750 feet, the distance of 92.62 feet, which arc is subtended by a chord bearing south 17 degrees 55 minutes 49.5 seconds east 92.56 feet to the place of beginning. Containing 0.4782 of an acre of land, more or less, as surveyed by Matz, Childs & Associates, Inc., dated February 27, 1967.

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Construction Co., Inc., by Deed dated February 20, 1959 and recorded among said Land Records in Liber W.J.R. No. 3528, folio 418, thence binding on a part of said outline, (10) south 47 degrees 46 minutes 00 seconds west 245.37 feet to the aforementioned northeast side of Hamilton Avenue, thence binding on said northeast side of Hamilton Avenue the two following courses and distances: (11) north 61 degrees 58 minutes 49 seconds west 94.16 feet and (12) northwesterly by a curve to the right with the radius of 635 feet, the distance of 205.87 feet, which arc is subtended by a chord bearing north 52 degrees 41 minutes 33 seconds west 204.97 feet to a point in the outline of said last mentioned land, thence binding on a part of said outline (13) north 45 degrees 15 minutes 54 seconds east 193.51 feet to the end of the tenth or south 44 degrees 44 minutes 06 seconds east 150 feet line of the land conveyed by Joseph F. Wielepski and wife to Kenwood Construction Co., Inc., by Deed dated July 20, 1959 and recorded among the Land Records in Liber W.J.R. No. 3565, folio 279, thence binding reversely on said tenth line and on a part of the ninth line of said last mentioned land, (14) north 44 degrees 44 minutes 06 seconds west 150 feet and (15) south 45 degrees 15 minutes 54 seconds west 187.23 feet to the aforementioned northeast side of Hamilton Avenue, and thence binding on said northeast side of Hamilton Avenue (16) northwesterly by a curve to the right with the radius of 750 feet, the distance of 159.97 feet, which arc is subtended by a chord bearing north 33 degrees 26 minutes 31 seconds west 159.66 feet to the place of beginning. Containing 2.3892 acres of land, more or less, according to a survey and description prepared by Matz, Childs & Associates, Inc., dated February 27, 1967.

516 123

278632

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 13.00
POSTAGE .50
#563330 C237 R02 T11:01
09/19/89

FINANCING STATEMENT

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. Debtor: W. F. UTZ CONSTRUCTION COMPANY, INC.
a Maryland Corporation
Address: c/o Mr. William F. Utz
1511 Ritchie Highway, Suite 105
Arnold, Maryland 21012
2. Secured Party: SECOND NATIONAL FEDERAL
SAVINGS BANK
Address: P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.
3. This Financing Statement covers:

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

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

1300



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.

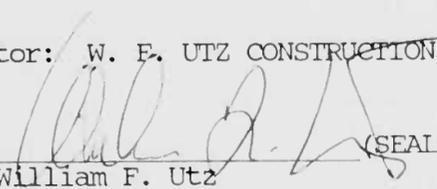
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Revolving Loan Second Deed of Trust and Revolving Loan Second Deed of Trust Promissory Note in the amount of \$790,000.00 and the Revolving Loan Third Deed of Trust and Revolving Loan Third Deed of Trust Promissory Note in the amount of \$400,000.00 both executed on 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: W. E. UTZ CONSTRUCTION COMPANY, INC.

BY:  (SEAL)
William F. Utz
President

Dated: September 13, 1989

a:s43366ea.fin
utz:#1

546 125

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots numbered Three (3) through Eight (8), both inclusive, in a subdivision known as "Plat One, Section One, TALL OAKS", as per plat thereof recorded in Plat Book 120 at page 28, as Plat No. 6302 among the Land Records of Anne Arundel County, Maryland.

BEING KNOWN AND DESIGNATED as Lots Forty (40), Forty-One (41) and Forty-Two (42), in a subdivision known as "Plat Two, Section One, TALL OAKS", as per plat thereof recorded in Plat Book 120 at page 29, as Plat No. 6303 among the Land Records of Anne Arundel County, Maryland.

BEING KNOWN AND DESIGNATED as Lot numbered Thirty-Eight (38) in a subdivision known as "Plat Three, Section One, TALL OAKS", as per plat thereof recorded in Plat Book 120 at page 30 as Plat No. 6304 among the Land Records of Anne

Please Return to

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868

ANNAPOLIS, MARYLAND 21404-0868

Attn: David S. Bruce

546 126

278693

FINANCING STATEMENT

TO: _____ State Department of Assessments and Taxation
 _____ Land Records, Circuit Court of Anne Arundel
 County, Maryland
 ✓ _____ Financing Records, Circuit Court of Anne
 Arundel County, Maryland

NOT SUBJECT TO RECORDATION TAX.

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAVE BEEN PAID IN CONNECTION WITH A DEED OF TRUST RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND AND PREMISES HEREINABOVE DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

THIS FINANCING STATEMENT, dated as of the 14th day of September 1989, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

Severn View Partnership
3933 University Drive
Fairfax, Virginia 22030

2. Secured Party's name and address:

Washington Federal Savings Bank
5101 Wisconsin Avenue, N.W.
P.O. Box 39107
Washington, D.C. 20016

3. This Financing Statement covers the following property to be utilized in or realized from the construction, use and sale of the land described in that certain deed of trust of even date herewith from the Debtor to Robert K. Bowie and Robert W. Neff, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

- A. all the plans and specifications, contracts for construction, architectural and engineering services, surveys, appliances, fixtures and building materials delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor; and
- B. all of the other personal property of the Debtor now or hereafter located on the premises described below and necessary to its construction, use and occupancy; and
- C. all awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 11.3 of the deed of trust) in respect of any of the foregoing, together with all amounts

RECORD FEE 1.00
 TAXES .50
 NOTARIAL FEE 1.00
 CK 09-18-89
 WASHINGTON FEDERAL SAVINGS BANK
 5101 WISCONSIN AVENUE
 WASHINGTON, D.C. 20016

12

19386

received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the deed of trust; and

- D. the issues, proceeds and profits of the property described herein and in Exhibit "A".
- 4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal amount of \$4,300,000, which obligation has a maturity date of eighteen (18) months from the date of the note evidencing such obligation, unless extended in accordance with the terms of the note.
- 5. Proceeds of the collateral are also covered.
- 6. The real property covered by the aforesaid deed of trust is owned by the Debtor, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

SEVERN VIEW PARTNERSHIP

By: The Ballantrae Corporation, Inc., a Virginia corporation, General Partner

By: Paul F. Lucas (SEAL)
Paul F. Lucas
President

By: ML Development Associates, Inc., a Virginia corporation, General Partner

By: Mark A. Luria (SEAL)
Mark A. Luria
President

By: Patrick J. Byrne (SEAL)
Patrick J. Byrne
General Partner

By: Jon D. Luria (SEAL)
Jon D. Luria
General Partner

546 128

EXHIBIT "A"

Legal Description

Lots numbered One E (1E) through Seventeen E (17E) in a subdivision entitled "ADMINISTRATIVE PLAT, SEVERN VIEW, SECTION E", as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 113, Plat 20, a resubdivision of the original "SEVERN VIEW" record plat, in Plat Book 13, Page 19, Plat No. B-121.

NEW ADDRESS
Tomes, Salter & Taylor
Suite 105, Old Town Center
17 West Jefferson Street
Rockville, Maryland 20850

546 129

278604

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 136,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

U. S. A. Condor Limited

(Name)

326 First Street

(Address)

Annapolis, Maryland 21403

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

(1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Debtors assets in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into possession of Secured Party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

RECORD FEE 11.00
 RECORD TAX 952.00
 POSTAGE .50

3. Products of the collateral are also specifically covered.

CK #457930 0777 R03 T14:25
 09/19/89

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

H. ERLE SCHAFER
 CIRCUIT COURT

DEBTOR (OR ASSIGNOR)

U. S. A. Condor Limited (Seal)

James P. Joyce (Seal)

(Signature)

James P. Joyce

(Print or Type Name)

Philip A. Herting

(Signature)

PHILIP A. HERTING

(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

12-952-50

546-130

275605

FINANCING STATEMENT

File Number _____

Name of Debtor: DUNDICS' ENTERPRISES, INC.

Address: 2448 Holly Avenue, Suite 200

Annapolis, MD. 21401

Secured Party: AMERICAN SYSTEMS CORPORATION

Address: 14200 Park Meadow Drive

Chantilly, VA. 22021

RECORD FEE 11.00

POSTAGE .50

#458110 CTTT R03 T14*34

09/19/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

This financing statement covers the following property:

1. 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

11/8





FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

Telephone (212) 421-3600

LEASE NO. 1-999B-C-02-07381-5

509 Bicentennial Blvd. Glen Burnie, MD 21051 (301) 751-7100

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

William G. Hall T/A Hall Sign Co. 222 Allwood Drive Glen Burnie, MD 21061

546 AE 132

Visual Systems Co., Inc. 19710 Crabbs Branch Way Rockville, MD 20855

NAME AND TITLE OF PERSON TO CONTACT:

Table with columns: QUANTITY, DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION. Includes items like New Gerber Supersprint P30179A, S/R P161134/C141191.

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

Table with columns: CITY, COUNTY, STATE, FOR INITIAL TERM OF THIS LEASE, AFTER INITIAL TERM RENEWAL RENT. Includes financial details like AMOUNT OF EACH RENT PAYMENT \$ 320.14.

Terms and Conditions of Lease

- 1. Lessee hereby leases from Lessor... 2. Lessee requests Lessor to purchase equipment... 3. As used herein, "Actual Cost" means the cost to Lessor... 4. The initial term of this lease commences upon the acceptance hereof... 5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties... 6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein... 7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder...

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

HERE The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

ACCEPTED AT: Glen Burnie, MD DATE: 9-11-89 LESSOR:

DATE EXECUTED BY LESSEE: 9-11-89 LESSEE: William G. Hall T/A Hall Sign Co. FULL LEGAL NAME

FIRST INTERSTATE CREDIT ALLIANCE, INC. Patrick White ASST. VICE PRESIDENT LEASE COPY

BY: [Signature] AUTHORIZED SIGNATURE TITLE BY: 5 AUTHORIZED SIGNATURE TITLE

BOOK 0546 PAGE 132-A

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and supplies required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease; (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment, plus the unpaid balance of the Total Rent for the term of the lease, discounted to its Present Value (defined below); (iii) any T.C. identification (as defined below) attributable to the equipment and (iv) late charges on any/all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then location and location, without warranty, expressly implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as of the date utilized for the purposes of said calculation. "Present Value," as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at \$100 each could have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessee. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause, whether or not loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, at its then location and location, without warranty, expressly or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assignee shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessee's possession and bringing or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application amended to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability, personal injury and property damage insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorney's fees, damages and liabilities arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereinafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any/all lenders of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through title or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or rent equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees, Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee, any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee in any jurisdiction where such action is not prohibited by law for all unpaid amounts due hereunder, plus expenses and 20% added for attorney's fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder), then, (i) and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such taking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely; but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment). Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorney's fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorney's fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereto 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. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is" where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor, immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased by Lessor. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, to a party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service being effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed hereon or add any provision hereof. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind including but not limited to extensions, modification and compromises to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

_____(L S) _____(L S)
 (Guarantor) (Guarantor)

_____(L S) _____(L S)
 (Guarantor) (Guarantor)

FINANCING STATEMENT

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

5. Debtor(s) Name(s): Maryland Management Systems, Inc. Address(es): 548 Benfield Road
Severna Park, Maryland 21146

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 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: Maryland Management Systems, Inc.

Secured Party: Maryland National Bank

By: Albert R. Richburg, II (Seal)
Type name and title, if any
Albert R. Richburg, II, President/
Treasurer

By: Timothy J. Murphy (Seal)
Type name and title
Commercial Banking Officer

MARYLAND NATIONAL BANK

1150

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

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 16,000.00 (\$112.00 recordation Tax)
- 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
Medcheck, Inc.	Attn: Gail Zickafoose 101-560
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
518 S. Camp Meade Road	25 S. Charles Street
<small>(Address)</small>	<small>(Address)</small>
Linthicum, Md. 21090	Balto., Md. 21201

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

Mammography Elscint III S/N#750633-22A

RECORD FEE 11.00
RECORD TAX 112.00
POSTAGE .50
#488200 0777 R03 T14:38
07/19/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

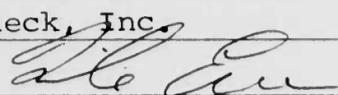
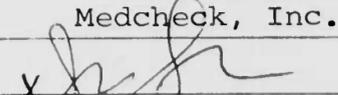
CK

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Medcheck, Inc. (Seal)	Medcheck, Inc. (Seal)
X  (Seal)	X  (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
Feridun, Eren, Pres.	John Shavers, V.P.
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

11-
112
.50

278081

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 Smith, Stanley F. T/A Stan's Lawncare
Address 119 E. Bay View Dr. Annapolis, MD 21403

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)

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

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

RECORD FEE 14.00
POSTAGE .50
#458210 0777 R03 T14:39
09/19/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CK

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)

Stanley F. Smith
(Signature of Debtor)
Stanley F. Smith 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
(Signature of Secured Party)
Chrom
Type or Print Above Signature on Above Line
Rhoda L. Baldwin, Chrom

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CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. ("Seller") FROM: Stanley F. Smith T/A Stan's Lawncare ("Buyer")
Defense Hwy. 450 & 178 Annapolis, MD 21401 119 E. Bay View Dr. Annapolis, MD 21403

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 breakdown. (1) TIME SALES PRICE \$ 27,895.75, (2) Less DOWN PAYMENT In Cash \$ -0-, (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$ 5,947.75, (4) CONTRACT PRICE (Time Balance) \$ 21,948.00

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: 119 E. Bay View Dr., Annapolis, Anne Arundel MD

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty one thousand nine hundred forty eight and 00/100 Dollars (\$ 21,948.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 12th day of October 19 89 and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 457.25 and the final installment being in the amount of \$ 457.25 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: September 11 19 89 BUYER(S)-MAKER(S): (SEAL)

Accepted: Baldwin Service Center, Inc. (Print Name of Seller Here) Stanley F. Smith T/A Stan's Lawncare (Print Name of Buyer-Maker Here) (SEAL)

By: Rhonda L. Baldwin, Chrm. (Witness as to Buyer's and Co-Maker's Signature) By: Stanley F. Smith (Print Name of Co-Buyer-Maker Here) (SEAL)

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

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL, BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

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

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full 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 repossession 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: September 11, 19 89

Baldwin Service Center, Inc. (SEAL)

(Corporate, Partnership or Trade Name or Individual) Signature

By: [Signature]
(Signature: Title of Officer, "Partner" or "Proprietor")

Signature of Seller

(Witness)

516 DE 138

278609

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)

MILL END SHOPS, INC.
2306 Perkins Place
Silver Spring, Maryland
20910

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

SIGNET BANK N.A.
1130 Connecticut Ave., NW
Washington, D.C. 20036

3. Maturity date (if any):

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

RECORD FEE 17.00
POSTAGE .50
#458220 0777 R03 T14:39
09/19/89

GK

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

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

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

5. Assigned(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)

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

Filed with:

ANNE ARUNDEL COUNTY

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

By: MILL END SHOPS, INC.
[Signature]
Signature(s) of Debtor(s)

By: SIGNET BANK N.A.
[Signature]
Signature(s) of Secured Party(ies)
(For Use in Most States)

(1) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM - FORM UCC-1.

SCHEDULE "A"

546 PAGE 139

- (b) **Inventory Collateral.** All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds (collectively the "Inventory").
- (c) **Receivables Collateral.** All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively the "Receivables").
- (d) **Furniture, Fixtures, Equipment and Supplies Collateral.** All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every types, including cash and non-cash proceeds.

MILL END SHOP
5216 NICHOLSON LANE
KENSINGTON, MD 20895

516 PAGE 140

Silver Spring
Mill End Shops, Inc
2306 Perkins Place
Silver Spring, Md 20910

SCHEDULE "A"

301 587 5255

Olney Village Mart
Olney, Md
Chuck Andiorio

301 774 9008

Montgomery Village Plaza
9667 Lost Knife Road
Gaithersburg, Md 20877
Maria Garzon

301 977 4643

4037 S 28th St
Arlington, Va 22206
Linda Stevens

703 578 0677

6174 Arlington Blvd
Falls Church, Va 22044
Harriet Groves

703 532 7811

73 Forest Plaza Center
Annapolis, MD 21401
Elizabeth Batchelor

301 261 8175

Saratoga Shopping Center
8052 Rolling Road
Springfield, Va 22153
Maria Cortes

Fairfax City

703 569 5092

540-141

SCHEDULE "A"

Prince William Square Shopping Center
14218 Smoketown Rd
Woodbridge, VA 22192 Judith Roberts 703 491 6704 M 550 7174
Mill End shops, Inc. (Virginia location)

Sully Plaza
13916 Lee Jackson Memorial Highway
Chantilly, Va 22021 703 378 4857
Lydia Payne Fairfax

4483 Connecticut Avenue, NW
Washington, D C 20008 202 537 8966
Sarah Breslau

Faircity Mall
9600 - 0 Main Street Fairfax
Fairfax, Virginia 22030

Briggs Chaney Plaza
13841 Outlet Drive
Silver Spring, Maryland 20904

278610

516 142

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

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

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>William F. Hausmann Inc. 1730 Bayside Beach Road Pasadena, Maryland 21122</p>	<p>2. SECURED PARTY</p> <p>THE ZAMOISKI CO. 3000 Waterview Avenue Baltimore, Maryland 21230</p>
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3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

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

6. Return to: Secured Party (Md.)

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

RECORD FEE 11.00
#458260 CT77 R03 T14:40
09/19/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR:

SECURED PARTY:

William F. Hausmann Inc.

THE ZAMOISKI CO.

(Type Name)

By: *Dennis F. Hausmann* (SEAL)

By: *John J. Mulkey*

Dennis F. Hausmann, Pres.

John J. Mulkey
Vice President/Treasurer

By: _____ (SEAL)

(Date Signed by Debtor)

19

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

1/18

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

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

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

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

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

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

CIRCUIT COURT OF MARYLAND FOR ANNE ARUNDEL COUNTY

(To be recorded among Financing Statement Records)

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code, to establish a Purchase Money Security Interest as described below:

1. NAME AND ADDRESS OF DEBTORS:

Trina Vogelsang
30 Margaret Road
Pasadena, Maryland 21122

RECORD FEE 11.00

POSTAGE .50

#458290 C777 R03 T14:41

09/19/89

2. NAME AND ADDRESS OF SECURED PARTIES:

Franco Pacione
Lorraine Pacione
75-11 198th Street
Flushing, New York 11366

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. GRANT OF INTEREST: This Financing Statement covers the following property of the Debtors, acquired by the advance of funds from the Secured Parties to the Debtors:

(a) All of the Debtors' Accounts, whether now or hereafter existing, owned, acquired or created, and all monies and claims for monies due or to become due to the Debtors thereunder, and all cash and non-cash proceeds thereof pertaining or relating to or accrued from the operation of Vito's Pizza or its successor at 160 Ritchie Highway, Severna Park, Maryland 21146.

(b) All of the Debtors' goods, machinery and equipment, including but not limited to all of the Debtors' equipment, machinery, furniture and fixtures, together with all increases, additions, accretions, parts, fittings, accessories, special tools, attachments and accessions, now or hereafter used or bought for use in the Debtors' pizza business at 160 Ritchie Highway, Severna Park, Maryland 21146 now or hereafter affixed thereto or used in connection therewith, and all

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replacements thereof or substitutions therefor, and all cash and non-cash proceeds thereof, and all subsequently acquired property placed on the premises at Vito's Pizza, 160 Ritchie Highway, Severna Park, Maryland 21146.

(c) All of the Debtors' Contract Rights now in force or hereafter acquired and all monies and claims for monies due or to become due to the Debtors thereunder and all cash and non-cash proceeds thereof, which in any manner relate to the business known as Vito's Pizza, or any successor business located at 160 Ritchie Highway, Severna Park, Maryland 21146.

4. PURCHASE MONEY INTEREST: Debtors grant and acknowledge that the Secured Parties with this filing have a perfected purchase money security interest in that property set forth and specifically described on the inventory attached as Schedule A, all replacements thereof or substitutions therefor acquired with the proceeds from the sale of the encumbered property.

5. The underlying secured transaction is for a principal purchase money indebtedness in the amount of \$35,000.00

DATED: August 11, 1987

DEBTORS:

Trina Vogelsang
Trina Vogelsang

SECURED PARTIES:

Franco Pacione
FRANCO PACIONE
Lorraine Pacione
LORRAINE PACIONE

FINANCING STATEMENT

546 146

278612

AMITY CORP.

Name or Names—Print or Type
9104 Scott Adam Court, Apt. 104, Laurel, MD 20708
Address—Street No., City - County State Zip Code

1. Debtor(s):

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

2. Secured Party:

ELPA CORPORATION, INC.
Name or Names—Print or Type
1814 Severn Road, Severn MD 21144
Address—Street No., City - County State Zip Code

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

All of the fixtures, chattels and equipment located within 7574 Ritchie Highway, Glen Burnie, Maryland 21061, as more fully set forth on Schedule 1-A attached hereto, plus a certain Promissory Note dated May 9, 1988 from Choe Enterprises, Inc. and Jerry Choe,

~~XXXXX above described personal property is to be used to secure property, describe real property.~~

payable in monthly installments in the amount of \$1896.78 through May, 1996 and secured by the assets of Lindsay Restaurant located in Laurel, Maryland, subject to the obligation of the Secured Party to execute Partial Release Documents from time to time.

5. If collateral is crops, describe real estate.

RECORD FEE 13.00
POSTAGE .50
#458330 0777 R03 T14:44
09/19/89

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

GK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

AMITY CORP.

BY Bhupendra K. Gupta
(Signature of Debtor)
Bhupendra K. Gupta, President

AMITY CORP.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

ELPA CORPORATION, INC.
(Company, if applicable)

By Arthur E. Bennanzar
(Signature of Secured Party)
Arthur E. Bennanzar, President

ELPA CORPORATION, INC.
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 Donald F. Chiarello, Atty., 528 E. Joppa Road, Towson, MD 21204
Lucas Bros. Form F-1

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PRESENT EQUIPMENT
STORE #486

<u>Qty.</u>		<u>Qty.</u>	
2	BRT-90 Dipping Cabinet	1	Floor safe installed in concrete
1	BRT-48 Dipping Cabinets	1	*Ice maker
1	BRD-78 Party Display Case	1	*Liberty Coke Fountain
1	*MCT 54 Cabinet	1	*Carbonator
1	Bally Walk-In Freezer	2	*Syrup jars
1	3-sink fountain center	1	*Time clock
2	*Cash registers w/2 drawers ea.	1	*Time card holder w/cds
1	Exterior Sign	1	*Malt machine
1	Number Machine w/tickets	1	Tub Transfer tube
4	sets of single twin-seat tables	1	*Kopy Kake machine
1	set of double-seat tables	1	Photo Flip Display
2	*Trash receptacles	9	Spades
1	scale	6	Scoops 2½ oz.
1	water fountain	6	*Scoops 4oz.
2	sets of metal shelves	1	Can Opener
3	sets of metal shelves in walk-in	1	Tapewriter
1	Hot Butterscotch Box	1	*Wood and Brass Clock
1	Hot Fudge Box	1	*Banana Tree
2	sets Dispensing tubes	1	*Condiment display
3	dipper well units	1	*Waffle cone rack
1	set night covers	2	*Dessert rails
3	napkin dispensers	1	*Mop and Broom rack
1	*tub cutter	1	*Fire Extinguisher
	*equipment purchased since original		inventory list

PRESENT EQUIPMENT
STORE #486

page 2

Qty,

1 *Rear Overhead door exhaust fan

Basic inventory of decorating equipment such as: Double-handled knife, spatulas, molds, bowls, etc.

1 Desk

1 *12 x 8 Dessert storage wall cabinet

1 Dessert work cabinet with 3 drawers

2 8' wall backbar cabinets

1 5' wall backbar cabinet

1 12" filler cabinet

1 Mop sink

2 Bulletin boards

Backbar signing

Equipment above Baskin-Robbins requirements:

Store is equipped with one surveillance camera and one black and white monitor. This equipment will be left or removed at new owner's option. Equipment is left in an "as is" condition. Any recording device, such as Video recorder, Time lapse recorder, etc., is not included in this surveillance equipment.

546 149

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)
American Lithograph, Inc.
611 Hammond Ferry Road
Linthicum, Maryland 21090

2. Secured Party(ies) and address(es)
Rockwell International
Credit Corporation
600 Grant Street
Pittsburgh, Pennsylvania 15219

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

RECORD FEE 10.00
POSTAGE .50
#458340 C777 R03 T14:44
09/19/89

4. This statement refers to original Financing Statement bearing File No. 26701 C777 R01
Filed with Clerk of Circuit Court Date Filed September 24 19 86

H. ERLE SCHAFER
503A 045 CIRCUIT COURT

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

No. of additional Sheets presented:

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

Rockwell International Credit Corporation
J.B. Freytag
Mgr., Credit Admin.
By: J.B. Freytag
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

270013

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.

EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST.

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
RECORD FEE 11.00
POSTAGE .50
CK #458420 CY77 R03 T14:49
09/19/89

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.
H. ERLE SCHAFER
Ct. CIRCUIT COURT

Anne Arundel Sch 31 CHECK THE LINES WHICH APPLY

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

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

JEFF BAUER
Type or Print Above Name on Above Line

JEFF BAUER, MANAGER
(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

147523 6638JB

1150

NATIONWIDE MUTUAL INSURANCE COMPANY

EXHIBIT "A"

Lease No. 89092 Schedule No. 31

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5249	408898- 408903	CH22	(6) CHAIR (278.30)	1669.80

EQUIPMENT LOCATION:
170 JENNIFER ROAD
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

5200	408916	BK03	BOOKCASE	144.00
	408896	FV05	FILE	146.00
			TOTAL	\$290.00

EQUIPMENT LOCATION:
2500 RIVA ROAD
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

546 154

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)
Chaney, Francis, H.
5474 Greenock Rd.
P.O. Box 175
Lothian, MD 20711

2. Secured Party(ies) and address(es)
LaSalle/Market Streets Associates
Ltd.
c/o VMS Realty Inc.
8700 West Bryn Mawr
Chicago, IL 60631

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#458450 0777 R03 114:51
09/19/89
H. ERLE SCHAFER
AA CG. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. Liber 483 page 106
#255776
Filed with Anne Arundel County MD Date Filed 3-5-85 1985

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

10. This financing statement covers the secured interest in LaSalle/Market Streets Associates Ltd. Secured party is assigning interest to:
United States Fidelity and Guaranty Company
100 Light Street
Baltimore, MD 21202

Leslie Gesme, authorized signatory for
VMS Realty Investment Ltd., attorney in
fact for Francis H. Chaney

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

No. of additional Sheets presented:
RE: LaSalle/Market Streets Associates Ltd.
BY: VMS Realty Investment Ltd.

By: Leslie Gesme
Attorney in Fact
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

152

761214 011 0285

546 155

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)

Chaney, Francis H.
5474 Greenock Road
P.O. Box 175
Lothian, MD 20711

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

United States Fidelity and
Guaranty Company
100 Light Street
Baltimore, MD 21202

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#458460 C777 R03 T14:51
09/19/89

H. EARLE SCHAFER
AA 00, CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. Liber 483 Page 106
#255776

Filed with Anne Arundel Co., MD Date Filed 3-5 19 85

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 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. This financing statement covers the secured interest in LaSalle/Market Streets Associates Ltd. Please amend debtor information as follows:

5463 Greenock Road
Lothian, MD 20711

No. of additional Sheets presented:

Leslie Gesme, authorized signatory for VMS BY: United States Fidelity and
 Realty Investment Ltd., attorney in fact for: Guaranty Company
 Francis H. Chaney
 By: Leslie Gesme 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

5826 MB 473080

546 156

278614

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) Concrete Placing Services of Md., Inc. 708 N. Crain Highway Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) First Interstate Credit Alliance, Inc. P.O. Box 12318 North Kansas City, MO 64116	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.00 POSTAGE .50 CK #458490 0777 R03 114:53 09/19/89 5. Assignee(s) of Security and Address: AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: "All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, contract rights, receivables, accounts receivable, general intangibles, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to debtor in which debtor has any interest and any and all proceeds thereof as described in attached. This form and/or the attached security agreement and/or schedule are being submitted for filing as a financing statement."		

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: Clerk of the Circuit Court - Ann Arundel County, Maryland

Concrete Placing Services of Md., Inc. First Interstate Credit Alliance, Inc.

By: (See attached for signature) By: To Kassabatis
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL 17.90

STANDARD FORM - FORM UCC-1

CONDITIONAL SALE CONTRACT NOTE

TO: Concrete Placement, Inc. FROM: Concrete Placing Services of Md., Inc.
820 Cheyenne, Kansas City, KS 66105 708 N. Crain Highway, Glen Burnie, MD 2106

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. Items include CASH SALE PRICE (\$255,000.00), DOWN PAYMENT in Cash (\$30,000.00), UNPAID BALANCE [Items (1) - (2) - (3)] (\$225,000.00), FINANCE CHARGE (Time Price Differential) (\$70,536.00), and TIME SALES PRICE [Items (2)+(3)+(9)] (\$325,536.00).

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 708 N. Crain Highway, Glen Burnie, Ann 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 Two Hundred Ninety Five Thousand Five Hundred Thirty Six and no/100 Dollars (\$ 295,536.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 5th day of October 19 89, and continuing on the same date each month thereafter until paid; the first 48 installments each being in the amount of \$ 6,157.00 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 _____ % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

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

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

Date: September 6, 19 89 BUYER(S)-MAKER(S):
Accepted: Concrete Placement, Inc. (SEAL) Concrete Placing Services of Md., Inc. (SEAL)
By: Edward H. [Signature] (PRES.) By: William J. Brown, President (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____ 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 moneys 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.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

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

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full 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 repossession and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") }

(Witness)

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc (herein called "FICAI"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 6, 1989, between Concrete Placement, Inc., as Seller/Lessor/Mortgagee, and Concrete Placing Services of Md., Inc. 708 N. Crain Highway, Glen Burnie, MD 21061
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, 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 described therein and good right to sell, lease and transfer the same, it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the 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; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and 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, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to FICAI, the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that FICAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract, that FICAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said 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 written agreement between us and FICAI, if any, applicable to the purchase of paper as defined therein, by FICAI from us, 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 any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if FICAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

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 \$ 295,536.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of September, 19 89.

Concrete Placement, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: Edward D. [Signature] (PRES)

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

546 160

278615

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)
Frank & Dorothy Thornton
1772 Sandy Court
Crofton, MD 21115

2 Secured Party(ies) and address(es)
Citi-Elmcrest Partners
c/o Citi-Equity Group, Inc.
2nd Floor
6001 Bristol Parkway
Culver City, CA 90230

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

RECORD FEE 12.00
TOTAL 12.00
#458590 0777 R03 T15:02

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

All of Debtor's right, title and interest in and to Citi-Elmcrest Partners, a California limited partnership.

5 Assignee(s) of Secured Party and Address(es)
H. ERLE SCHAFFER
First NEW YORK CIRCUIT COURT
Business
111 East 57th Street
New York, NY 10022 09/19/89

H. ERLE SCHAFFER
111 EAST 57TH STREET
NEW YORK, NY 10022
CK

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

Filed with

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

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

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

FRANK & DOROTHY THORNTON

CITI-ELMCREST PARTNERS

By Gary W. Leskowitz, Attorney-in-Fact

By Gary W. Leskowitz, General Partner

Title

(N) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(T or Use in Most States)

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.

546 161

278616

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 SOUTHERN STATES SCREENING, INC.

Address P.O. Box 3438, Frederick, MD 21701

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) New Read Portable Read Screen All, Model RD40A, S/N 40A609388

Complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00
POSTAGE .50
#30000 0777 R03 T15:08
09/19/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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
(Signature of Debtor or Assignor)

George A. Edwards, President

Equipment Finance, Inc.
(Signature of Secured Party or Assignee)

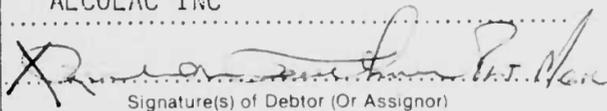
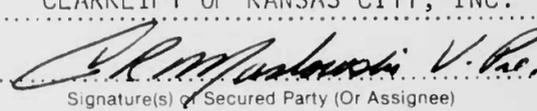
Michael J. Schlager V.P.
(Signature of Secured Party or Assignee)

Michael J. Schlager, V.P.

112

546 162

278017

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) ALCOLAC INC 1099 WINTERSON ROAD LINTHICUM HEIGHTS, MD 21090 ANNE ARDUNDEL COUNTY	2 Secured Party(ies) and address(es) CLARKLIFT OF KANSAS CITY, INC. 2720 NICHOLSON KANSAS CITY, MO 64120	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE <input checked="" type="checkbox"/> .50 #458670 0777 R03 T15:09 09/19/89 W. ERLE SCHAFER AA CO. CIRCUIT COURT
7. This financing statement covers the following types (or items) of property.		
(1) NEW CLARK GPS25-CUSTOM FORKLIFT S/N: GP138MC-0039-7194 205" T/S 41" CARRIAGE 48" LBR 42" FORKS CUSTOM PACKAGE		ASSIGNEE OF SECURED PARTY AND ADDRESS: CLARK EQUIPMENT CREDIT CORP. CIRCLE DRIVE BUCHANAN, MI 49107
<input type="checkbox"/> Products of Collateral are also covered.		
Whichever is Applicable (See Instruction Number 9)	ALCOLAC INC  Signature(s) of Debtor (Or Assignor)	CLARKLIFT OF KANSAS CITY, INC.  Signature(s) of Secured Party (Or Assignee)

FINANCING STATEMENT FORM UCC-1

Identifying File No. 275618

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

If transaction or transactions wholly or partially subject to 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 DAVID ALLEN WILLIAMS
Address 21-WAYSON MOBILE CT. - LOTHIAN, MD. 20711

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address 1415-28th ST., P.O. Box 65090
WEST DES MOINES, IOWA 50265-0090

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

3. Maturity date of obligation (if any) 4/91

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

1988-FORCE 125 H.P. MOTOR
SERIAL NO. = (1085)

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
#458130 0777 R03 TL9413
09/19/89
CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

X David Williams
(Signature of Debtor)
DAVID ALLEN WILLIAMS
Type or Print Above Name on Above Line

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

John Deere Company
(Signature of Secured Party)
JOHN DEERE COMPANY
Type or Print Above Signature on Above Line

1150

546-155

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)

Chaney, Francis H.
5474 Greenock Road
P.O. Box 175
Lothian, MD 20711

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

United States Fidelity and
Guaranty Company
100 Light Street
Baltimore, MD 21202

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE .50
#458460 0777 R03 T14:51
09/19/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. This statement refers to original Financing Statement bearing File No. Liber 483 Page 106
#255776

Filed with Anne Arundel Co., MD Date Filed 3-5 19 85

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

This financing statement covers the secured interest in LaSalle/Market Streets Associates Ltd. Please amend debtor information as follows:

5463 Greenock Road
Lothian, MD 20711

No. of additional sheets presented:

Leslie Gesme, authorized signatory for VMS Realty Investment Ltd., attorney in fact for:
Francis H. Chaney

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

BY: United States Fidelity and Guaranty Company

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

080214 BUB 0289

546 156

278614

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)
Concrete Placing Services of
Md., Inc.
708 N. Crain Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
First Interstate Credit
Alliance, Inc.
P.O. Box 12318
North Kansas City, MO 64116

3. Maturity date (if any):

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

RECORD FEE 17.00
POSTAGE .50
CK #458490 0777 R03 114:53
09/19/89

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

"All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, contract rights, receivables, accounts receivable, general intangibles, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to debtor in which debtor has any interest and any and all proceeds thereof as described in attached. This form and/or the attached security agreement and/or schedule are being submitted for filing as a financing statement."

5. Assignee(s) of Security, Party and Address:
AA CO. CIRCUIT COURT

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

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

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

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

Concrete Placing Services of Md., Inc.

First Interstate Credit Alliance, Inc.

By: (See attached for signature)
Signature(s) of Debtor(s)

By: *To Kassabatis*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY ALPHABETICALLY

17.00

FIRST INTERSTATE CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: **Concrete Placement, Inc.** ("Seller") FROM: **Concrete Placing Services of Md., Inc.** ("Buyer")
 820 Cheyenne, Kansas City, KS 66105 708 N. Crain Highway, Glen Burnie, MD 21061
(Address of Seller) (Address of Buyer)

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

Description of property purchased (include make, year, model identification, model and serial numbers or marks): (1) Schwing 36 meter Concrete Pump, S/N 170511046, and Boom, S/N 6802096 mounted on and together with 1986 Mack Tractor, S/N 1M2K166C4GM001080	(1) CASH SALE PRICE	\$ 255,000.00
	(2) DOWN PAYMENT In Cash	\$ 30,000.00
	(3) DOWN PAYMENT In Goods*(Trade-In Allowance) ..	\$ -----
	(4) UNPAID BALANCE [Items (1) - (2) - (3)]	\$ 225,000.00
	(5) INSURANCE and other Benefits	\$ -----
	Types of coverage and benefits	-----
	(6) OFFICIAL or DOCUMENTARY FEES	\$ -----
	Describe and Itemize	-----
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] ..	\$ 225,000.00
	(8) FINANCE CHARGE (Time Price Differential)	\$ 70,536.00
(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] ..	\$ 295,536.00	
(10) TIME SALES PRICE [Items (2)+(3)+(9)]	\$ 325,536.00	

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
708 N. Crain Highway **Glen Burnie** **Ann Arundel** **Maryland**
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of First Interstate Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Two Hundred Ninety Five Thousand Five Hundred Thirty Six and no/100--** Dollars (\$ **295,536.00**) being the above indicated Contract Price (hereinafter called the "time balance") in **48** successive monthly installments, commencing on the **12th** day of **October**, 19 **89**, and continuing on the same date each month thereafter until paid; the first **48** installments each being in the amount of \$ **6,157.00** 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 ----- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

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

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

**TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
 LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
 CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE**

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

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

Date: **September 6** 19 **89** BUYER(S)-MAKER(S):
 Accepted: **Concrete Placement, Inc.** (SEAL) **Concrete Placing Services of Md., Inc.** (SEAL)
(Print Name of Buyer) (Print Name of Buyer-Maker Here)
 By: *[Signature]* (PRES.) By: *[Signature]* **WILLIAM J. BROWN, PRES.**
(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 _____

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM, NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment and 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 repossession 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) }
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Proprietor") }
 Signature of Seller

FOR VALUE RECEIVED, we hereby sell, assign and transfer to First Interstate Credit Alliance, Inc. (herein called "FICAI"), its successors and assigns, the annexed conditional sale contract and or lease and or chattel mortgage (herein called "contract") dated September 6, 1989 between Concrete Placement, Inc., as Seller/Lessor/Mortgagee, and Concrete Placing Services of Md., Inc. 708 N. Crain Highway, Glen Burnie, MD 21061
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, 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 described therein and good right to sell, lease and transfer the same, it is a valid obligation arising out of the installment sale or lease or mortgage of the property described therein to the 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; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and 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, leases, loans, chattel mortgages and installment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to FICAI; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor, and there is still unpaid and owing thereon the sum total of the unmatrued installments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that FICAI has and will at all times continue to have a valid and enforceable first lien on the property described in said contract, that FICAI may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said 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 written agreement between us and FICAI, if any, applicable to the purchase of paper as defined therein, by FICAI from us, 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 any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if FICAI is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

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 \$ 295,536.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of September, 19 89.

Concrete Placement, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: Edward D. [Signature] (PRES)

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

FICA L-5

546 160

276615

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)
Frank & Dorothy Thornton
1772 Sandy Court
Crofton, MD 21115

2 Secured Party(ies) and address(es)
Citi-Elmcrest Partners
c/o Citi-Equity Group, Inc.
2nd Floor
6001 Bristol Parkway
Culver City, CA 90230

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

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

All of Debtor's right, title and interest in and to
Citi-Elmcrest Partners, a California limited
partnership.

RECORD FEE 12.00
TOTAL 12.00
#458590 C777 R03 T15:02

5 Assignee(s) of Secured Party and
Address(es) H. ERLE SCHAFER
First New York Bank Court
Business Postage .50
111 East 42nd Street
New York, NY 10022 09/19/89
H. ERLE SCHAFER
111 CO. 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

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

FRANK & DOROTHY THORNTON

CITI-ELMCREST PARTNERS

By Gary W. Lefkowitz, Attorney-in-Fact

By Gary W. Lefkowitz, General Partner Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

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.

546 161

278616

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 SOUTHERN STATES SCREENING, INC.
Address P.O. Box 3438, Frederick, MD 21701

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) New Read Portable Read Screen All, Model RD40A, S/N 40A609388

Complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00
POSTAGE .50
609388
430000 0777 R03 T15:08
09/19/89

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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
(Signature of Debtor or Assignor)
George A. Edwards, President

Equipment Finance, Inc.
(Signature of Secured Party or Assignee)

Michael J. Schlager, V.P.
(Signature of Secured Party or Assignee)
Michael J. Schlager, V.P.

11.0

546 162

278017

4 <input checked="" type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) ALCOLAC INC 1099 WINTERSON ROAD LINTHICUM HEIGHTS, MD 21090 ANNE ARDUNDEL COUNTY	2. Secured Party(ies) and address(es) CLARKLIFT OF KANSAS CITY, INC. 2720 NICHOLSON KANSAS CITY, MO 64120	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE <i>CK</i> .50 #458670 0777 R03 T15:09 09/19/89 H. EARLE SCHAFER AA CO. CIRCUIT COURT

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

(1) NEW CLARK GPS25-CUSTOM FORKLIFT S/N: GP138MC-0039-7194
 205" T/S
 41" CARRIAGE
 48" LBR
 42" FORKS
 CUSTOM PACKAGE

ASSIGNEE OF SECURED PARTY AND ADDRESS:

CLARK EQUIPMENT CREDIT CORP.
 CIRCLE DRIVE
 BUCHANAN, MI 49107

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	ALCOLAC INC <i>[Signature]</i> Signature(s) of Debtor (Or Assignor)	CLARKLIFT OF KANSAS CITY, INC. <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	--	--

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278018

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

If transaction or transactions wholly or partially subject to 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 DAVID ALLEN WILLIAMS
Address 21-WAYSON MOBILE CT. - LOTHIAN, MD. 20711

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address 1415-28th ST., P.O. Box 65090
WEST DES MOINES, IOWA 50265-0090

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

3. Maturity date of obligation (if any) 4/91

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

1988-FORCE 125 H.P. MOTOR
SERIAL NO. = (1085)

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
#458750 0777 R03 T15-13
09/19/89
CK H. EYLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

X David Williams
(Signature of Debtor)

DAVID ALLEN WILLIAMS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

JOHN DEERE COMPANY
Type or Print Above Signature on Above Line

1150

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

516 164

270619

FINANCING STATEMENT

1. Name & Address of Debtor: RICHARD L. MAY, SR.
RICHARD L. MAY, JR.
1292 Ritchie Highway
Arnold, Maryland 21012
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 1060 Sun Valley Road, Annapolis, Maryland 21401, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 1060 Sun Valley Road, Annapolis, Maryland 21401, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

Secured Party:

SEVERN SAVINGS BANK, FSB

Richard L. May Sr.
RICHARD L. MAY, SR.

By:

Alan J. Hyatt
Alan J. Hyatt, President

Richard L. May Jr.
RICHARD L. MAY, JR.

RECORD FEE 12.00
POSTAGE CK .50
7-14-70 1245 PM 11:54
07/19
H. ERLE SCHAFER
34 CO. CIRCUIT COURT

12

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. 245401

RECORDED IN LIBER 457 FOLIO Pg. 53 ON December 15, 1982 (DATE)

1. DEBTOR

Name Acton Corporation
Address 100 Unicorn Park Drive, Woburn, MA 01801

2. SECURED PARTY

Name Forest Hill State Bank
Address P.O. Box 288, Forest Hill, MD 21050
Attn: Barbara Reinhardt
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

RECORD FEE 10.00
POSTAGE .50
#459830 CRTT R03 110450
09/20/89
H. ERLE SCHNEFER
AA CO. CIRCUIT COURT

Dated 8/24/89

Barbara Reinhardt
(Signature of Secured Party) *Credit Officer*
Forest Hill State Bank
Type or Print Above Name on Above Line

15.00

546 rec 186

FINANCING STATEMENT

For Filing Officer Use	
File No.	
Date &	
Hour	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN ANNE ARUNDEL COUNTY
XXXX RECORDS FINANCING STATEMENT

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
--	-----	--------	------	-------

SECOND GENESIS, INC., a Virginia non-profit corporation c/o Dr. Alan Rochlin, 7910 Woodmont Avenue, Bethesda, Maryland

FRANZ, FROME SLAN & BLEECKER, P.A.
ATTORNEYS AT LAW
10805 CONCORD STREET
BETHESDA, MD 20814-2534

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 types (or items) of property: (List or describe items may be on separate sheets firmly attached hereto.) (Describe)

RECORD FEE 11.00
POSTAGE .50
#566110 0237 R02 T08:57

All Equipment and Fixtures now owned or hereafter acquired by Debtor.

All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.

All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted, including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any goods returned for any reason to Debtor for credit.

All Chattel Paper, Documents, Instruments and General Intangibles now owned or hereafter acquired by Debtor

All assets, including but not limited to business goodwill, operating licenses and permits, contract rights and trade fixtures now owned or hereinafter acquired by Debtor.

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

09/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

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

4. Proceeds of collateral are also covered: Products of collateral are also covered:

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

Debtor(s) or assignor(s): SECOND GENESIS, INC., a Virginia non-profit corporation

BY: Sidney Shankman
SIDNEY SHANKMAN, President

DOMINION BANK OF MARYLAND, NATIONAL ASSOCIATION (Seal)
(Corporate, Trade or Firm Name)

WITNESSED BY: Alan M. Rochlin
ALAN M. ROCHLIN, Secretary

Morton J. Frome (SEAL)
Signature of Secured Party or Assignee
MORTON J. FROME, Attorney

(Type or print name under signature)

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

(Corporate Seal)

1130



STATE OF MARYLAND
COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that on this 13th day of September, 1989, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared SIDNEY SHANKMAN, who acknowledged himself to be the president and attorney in fact of SECOND GENESIS, INC., a Virginia Non-Profit Corporation, and that he as such president and attorney in fact, being authorized so to do, executed the foregoing instrument dated the 13th day of September, 1989, for the purposes therein contained by signing the name of the corporation by himself as president and acknowledged the foregoing instrument to be his act and deed of the corporation.

AS WITNESS my hand and notarial seal.

Barbara Hanes

My comm. exp.: 7/1/90 NOTARY PUBLIC

STATE OF MARYLAND,
COUNTY OF MONTGOMERY, SS:

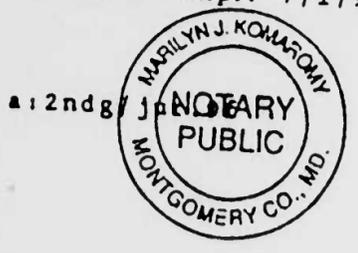
On this 12th day of September, 1989, before me, MARILYN J. KOMAROMY, the undersigned officer, personally appeared MORTON J. FROME, attorney for DOMINION BANK OF MARYLAND, NATIONAL ASSOCIATION, personally known to me as the person who executed the foregoing instrument dated the 13th day of September, 1989, personally appeared before me in said jurisdiction and acknowledged said instrument to be the act and deed of DOMINION BANK OF MARYLAND, NATIONAL ASSOCIATION, and that he executed said instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Marilyn J. Komaromy

MARILYN J. KOMAROMY, Notary Public

My comm. exp.: 7/1/90



STATE OF MARYLAND

2487-821

546 PAGE 168

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 151553

RECORDED IN LIBER 250 FOLIO 125 ON May 11, 1972 (DATE)
FINANCING RECORDS OF ANNE ARUNDEL COUNTY

1. DEBTOR

Name Carl T. Julio and Edward V. Julio, co-partners trading as
Pioneer City Realty Company
Address 10 Parks Avenue, Cockeysville, MD 21030

2. SECURED PARTY

Name ARKANSAS DEVELOPMENT FINANCE AUTHORITY
Address Suite 200, 100 Main Street, Technological Center, Little Rock,
Arkansas 72201

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50

#460350 CY77 R03 T09:01

09/21/88

HARLE SCHAFER
AA COV CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>All right, title and interest in and to the collateral shown XXX in the original financing statement is hereby assigned to: State Street Bank and Trust Company, Trustee, 4th Floor, 225 Franklin Street, Boston, MA 02101.</p>	

ARKANSAS DEVELOPMENT FINANCE AUTHORITY

Dated 6-8-88

Wooten Epes
(Signature of Secured Party)

By: Wooten Epes, President
Type or Print Above Name on Above Line

1050

546 169

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) Morgan Weinhold, Inc 8201 Ritchie Highway Pasadena, MD 21122	2. Secured Party(ies) and address(es) Chief Automotive Systems, Inc 1924 East Fourth Street Grand Island, NE 68801	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #460390 CTTT R03 T09:09
Social Security No. _____	Federal I.D. No. _____	
4. This statement refers to original Financing Statement bearing File No. 82747 Filed with Anne Arundel Co. Clerk Date Filed Feb 22 19 85	482-454	09/21/99
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is being refiled.	H. ERLE SCHAFER AA CO. CIRCUIT COURT	
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

No. of additional Sheets presented:

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

Chief Automotive Systems, Inc
by: Barry Rose, Credit Manager
Signature(s) of Secured Party(ies)
Barry Rose, Credit Manager

(1) FILING OFFICER COPY - ALPHABETICAL

546-170

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) Tag Door Company Inc. 2309 East 4th Avenue P.O. Box 09551 Bexley, Ohio 43209	2 Secured Party(ies) and address(es) Society Bank 88 E. Broad Street Columbus, OH 43215 5267116	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #460410 0777 R03 109:11 09/21/89 AA CO. CIRCUIT COURT
---	--	---

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

ALL Account Receivable, Inventory, and Equipment now owned or hereafter acquired more fully described in attached Exhibit A.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: 09/21/89

This financing statement is to be indexed in the real estate records of the county in which the real estate is situated. H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Filed with: **Society Bank**

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.

Dated: 9-14 1989 By: *[Signature]*

Filing Officer Copy - Acknowledgment - Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment. FORM UCC-1

STATE OF MARYLAND

546-171

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 553060

RECORDED IN LIBER 540 FOLIO 564 ON 5/3/89 (DATE)

1. DEBTOR

Name MAHER-ITEC, Inc.
6655 West Mill Road
Address Milwaukee, WI 53218



2. SECURED PARTY

Name Leasetec Corporation
1401 Pearl Street
Address Boulder, CO 80302

RECORD FEE 10.00
#460420 0777 R03 T09:13
09/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<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.)</p>
<p>TERMINATION</p> <p>MLA #100, Schedule 16 (ITEC #1) (Anne Arundel, MD)</p>	

Dated _____

Leasetec Corporation
(Signature of Secured Party)
Alex Merrell
Alex Merrell, Manager
Type or Print Above Name on Above Line



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 411580

RECORDED IN LIBER 543 FOLIO 500 ON 7/18/89 (DATE) filed with:
Anne Arundel County, Md.

1. DEBTOR

Name TELEPHONE SYSTEMS, INC.
Address 15000 Commerce Parkway, Mt. Laurel, New Jersey 08054

2. SECURED PARTY

Name CONGRESS FINANCIAL CORPORATION RECORD FEE 10.00
Address 1133 Avenue of the Americas, New York, New York 10036 #460430 0777 R03 109-15
09/21/89
H. ERLE SCHAFER

Person And Address To Whom Statement Is To Be Returned If Different From Above CC. 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.) Change of Debtor's Name</p>
<p>Debtor's name has been changed from Telephone Systems, Inc. to: TELENOVA DISTRIBUTION COMPANY, INC.</p>	

Dated 5 Sept 89
TELENOVA DISTRIBUTION COMPANY, INC.
(f/k/a Telephone Systems, Inc.)
By: RF Ad

CONGRESS FINANCIAL CORPORATION
By: Bernice Reich
(Signature of Secured Party)
Bernice Reich, A.V.P.
Type or Print Above Name on Above Line

546-173

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) Ted Sophocleus, Ind. & t/a Ted's Pharmacy 400 S. Hammonds Ferry Road Linthicum, MD 21090	2. Secured Party(ies) and address(es) Loewy Drug Company, Inc. 6801 Quad Avenue Baltimore, MD 21237	For Filing Officer (Date, Time and File No.) RECORD FEE 10.00 POSTAGE .50 #460460 0777 R03 T09:17 09/21/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>252551</u> Filed with <u>Anne Arundel County</u> Date Filed <u>July 16</u> 19 <u>84</u>		

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

10. The new secured party is McKesson Corporation, 6801 Quad Avenue, Baltimore, Maryland 21237, the interest of Loewy Drug Company, Inc. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented: _____

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

By: W. Berg Signature(s) of Secured Party(ies)

LOEWY DRUG COMPANY, INC.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10.30

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

546 174

MARYLAND FINANCING STATEMENT

278622

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: Harry Neuman
(Name or Names)
5203 6th Street, Baltimore, MD 21225
(Address)

DEBTOR: _____
(Name or Names)

(Address)

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

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

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

- One - 1987 Rosback 203 bindery System, S/N 706R871155 w/Stitcher, S/N 203R87799 and Three Knife Trimmer, S/N 250R871767
- One - 1987 O&M 18 x 22 Folder with Right Angle, S/N AB3078
S/N AB3077
- One - A.B. Dick 9820 Press, S/N 000539/2306
- One - A.B. Dick 9850 Press, S/N 000838/002947

RECORD FEE 11.00
 POSTAGE .50
 #460480 C777 R03 109:18
 09/21/89
 GK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

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

DEBTOR(S): Harry Neuman
 By: Harry E. Neuman Owner
(Title)
Harry E. Neuman, Owner
(Type or print name of person signing)

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

By: _____
(Title)

(Type or print name of person signing)

Return To: SECURED PARTY

1150

546 175

FINANCING STATEMENT

Identifying File No. 270023

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

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

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

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

1. DEBTOR

Name Bio-Gro Systems, Inc.

Address P.O. Box 209, Annapolis, Maryland 21404

2. SECURED PARTY / SELLER

Name The Milton James Company

Address 8411 Pulaski Highway, Baltimore, Maryland

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any)

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

Make or Manufacturer	Description	Identification Number	Motor Number	Model
John Deere		516287	RG6076	644E
			T100111	

RECORD FEE 11.00
 POSTAGE CK .50
 #450450-1777 R03 109:20
 1987 09/21/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

Bio-Gro Systems, Inc.

The Milton James Company

[Signature]
(Signature of Debtor)

[Signature]
(Signature of Secured Party)

William F. Blanchard, V.P.
Type or Print Above Signature on Above Line

William C. Drollinger, Controller
Type or Print Above Name on Above Line

11/2

FINANCING STATEMENT

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

1. DEBTOR

Name George M. King Contractors, Inc.
Address 1790 Severn Chapel Road, Millersville, Maryland 21105

2. SECURED PARTY / SELLER

Name The Milton James Company
Address 8411 Pulaski Highway, Baltimore, Maryland 21237

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE

3. Maturity date of obligation (if any) _____

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

Make or Manufacturer	Description	Identification Number	Motor Number	Model	Year
John	Wheel	DW644E	RG6076	644E	1989
Deere	Loader	B522388	T103315		

CHECK THE LINES WHICH APPLY

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

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

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

George M. King Contractors, Inc.

The Milton James Company

Robert F. Watson
(Signature of Debter) *President*

Brian N. Bankard
(Signature of Secured Party)

ROBERT F. WATSON
Type or Print Above Signature on Above Line

Brian N. Bankard, President
Type or Print Above Name on Above Line

RECORD FEE 11.00
POSTAGE .50
#460500 0777 R03 109:20
09/21/89

CK

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

11/80

546 177

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)

McKeys Store
11 W. Friendship Road
Friendship, MD 20758

Triumphe Financial Corp.
t/a Triumphe Leasing Company
Suite 126, Plymouth Commons
Plymouth Meeting, PA 19462

RECORD FEE 11.00
#460510 0777 R03 T09:21
09/21/89

BK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

1 Taylor Freezer, Model #142

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

FIRST PENNSYLVANIA BANK N.A.
16th & MARKET
CENTER SQUARE, 19th FLOOR
PHILADELPHIA, PA 19101

The equipment above is made part hereof together with lease dated 11/1/88 and proceeds thereof, including without limitation the proceeds of any casualty insurance policy insuring said property.

NOT FOR RECORDATION TAX
SECURED PARTY IS THE SELLER/LESSOR

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

Filed with

Anne Arundel County, MD

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

McKeys Store

Triumphe Financial Corp. t/a
Triumphe Leasing Company

By: *Ernest J. Keyworth*
Ernest J. Keyworth Debtor(s)

Owner
Title

By:

Arlene Fischer
Signature(s) of Secured Party(ies)

Asst. V.P.
Title

STANDARD FORM - FORM UCC-1

PARTIES

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

WELLS, JR. HERRILL E.
324 BOONES DR
LOTHIAN MD 20711

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

WELLS DEBORAH A.
324 BOONES DR
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
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
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):

BRYANT & BRYANT

[Signature]

STANDARD FORM - FORM UCC-1 (7-89)
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): **546 178** Date, Time, Filing Office (stamped by filing officer): **278026**

RECORD FEE 12.00
#460520 0777 R03 T09:21
09/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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) 6

Optional Special Identification (Max. 10 characters) 7

8

COLLATERAL

Identify collateral by item and/or type:

1979 REDMAN 28 x 84
SERIAL # EP9275T10404256AB 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):

WELLS, JR. HERRILL E. *[Signature]*

WELLS DEBORAH A. *[Signature]*

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

546 179

278627

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)
Bloor Automotive, Inc.
8430 West Bryn Mawr
Chicago, Illinois 60631
FEIN: 38-2032298

2. Secured Party(ies) and address(es)
The Bank of Nova Scotia,
as Agent
67 Wall Street
New York, New York 10005

3. Maturity date (if any):
For Filing Officer
(Date, Time, Number, and Filing Office)
RECORD FEE 21.00
POSTAGE *OK* .50
#460710 CTTT R03 T09:48
09/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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.
"The amount of taxable debt subject to the recordation tax is \$700,000.00 Total amount
See Schedule II attached hereto for additional collateral addresses of Debtor. is being paid at State Dept.
Maryland Recordation 2,310.00. Also file @ Balt. City and County
~~Florida Documentary Stamp~~ Tax has been paid at the State

5. Assignee(s) of Secured Party and Address(es)
89-82277-9
185597

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: 4

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

BLOOR AUTOMOTIVE, INC.
By: *Robert von der Porten*
Robert von der Porten, Vice President
Signature(s) of Debtor(s)

THE BANK OF NOVA SCOTIA, as Agent
By: *Joseph H. Yousoff*
Joseph H. Yousoff, Assistant Agent
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1
21 50

(1) FILING OFFICER COPY-ALPHABETICAL

Schedule I
attached to and made a part of
Uniform Commercial Code ("UCC")
Financing Statement, Form UCC-1

Debtor: **Bloor Automotive, Inc.**
8430 West Bryn Mawr
Chicago,
Cook County,
Illinois 60631
FEIN: 38-2032298

Secured
Party: The Bank of Nova Scotia,
as Agent
67 Wall Street
New York, New York 10005

DESCRIPTION OF COLLATERAL

This financing statement covers all of the Debtor's property wherever located, whether now or hereafter existing, owned, licensed, leased, consigned, arising or acquired by the Debtor, including, without limitation, all of the following:

A. All equipment, furniture, furnishings, fixtures and machinery, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

B. All goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease by the Debtor, wherever located, but including that which is located at the locations listed on Schedule II attached hereto, including all raw materials and work in process therefor, finished goods, and materials and supplies, of any kind, nature and description, used or consumed in the manufacture, packing, shipping, advertising, selling or production thereof, all goods in which the Debtor has an interest in mass or joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee) and all goods which are returned to or repossessed by the Debtor, and all accessions thereto, products thereof and documents therefor;

C. All accounts, contracts, contract rights, chattel paper, instruments, general intangibles, franchise agreements and other obligations of any kind (including intercompany accounts) of the Debtor and all rights of the Debtor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any of the foregoing;

D. All letters patent and applications for letters patent, all patent licenses, all reissues, divisions, continuations, extensions, renewals and continuations-in-part of any thereof, and all proceeds of and other 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 of the foregoing, and all rights corresponding thereto throughout the world;

E. All trademarks, tradenames, corporate names, company names, business names, fictitious business names, tradestyles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs or 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 and any similar office or agency, all trademark licenses, all reissues, extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of, or symbolized by, the foregoing items, and all proceeds of, and rights associated with, all of the foregoing, including claims against third parties for past, present or future infringement or dilution or for injury to the goodwill;

F. All of the Debtor's books, records, writings, databases, information, computer hardware and software and other property and documentation relating to, or used or useful in connection with, any of the foregoing;

G. All tax refunds;

H. All certificated and uncertificated securities;

I. All money and property now or at any time in the possession of or under the control of or in transit to the Debtor or any bailee, agent or custodian for the Debtor; and

J. All products, offspring, rents, issues, profits, returns, income and proceeds of and from any of the foregoing, including all payments under insurance, indemnity agreements, warranties or guaranties.

Schedule II
 attached to and made a part of
 Uniform Commercial Code ("UCC")
 Financing Statement, Form UCC-1

Debtor: **Bloor Automotive, Inc.**
 8430 West Bryn Mawr
 Chicago,
 Cook County,
 Illinois 60631
FEIN: 38-2032298

Secured
 Party: The Bank of Nova Scotia,
 as Agent
 67 Wall Street
 New York, New York 10005

ADDITIONAL COLLATERAL ADDRESSES OF DEBTOR - MARYLAND

Anne Arundel County

Shop No.

1908 6800 Governor Ritchie Highway, Glen Burnie, MD 21061

Baltimore County

Shop No.

1903 1532 E. Joppa Rd., Towson, MD 21204
 1909 5641 Baltimore National Pike, Baltimore, MD 21228
 1910 7870 Eastern Ave., Baltimore, MD 21224
 1912 11634 Reisterstown Rd., Reisterstown, MD 21136
 1913 8527 Liberty Rd., Randallstown, MD 21133
 1628 York Rd., Lutherville, MD 21093

Baltimore Independent City

Shop No.

1901 6227 Belair Rd., Baltimore, MD 21206
 1905 4110 W. Northern Parkway, Baltimore, MD 21215
 1911 2110-2130 N. Howard St., Baltimore, MD 21218

9/18/89/SRA/36W/SPEEDY003

ADDITIONAL COLLATERAL ADDRESSES OF DEBTOR - MARYLAND (cont'd)

Montgomery County

Shop No.

1916 11149 Viers Mill Rd., Wheaton, MD 20902

Prince George's County

Shop No.

1915 8801 Annapolis Rd., Lanham, MD 20706
 1917 2074 University Blvd., Langley Park, MD 20783
 1918 3550 Bladensburg Rd., Cottage City, MD 20722
 1919 4412 Suitland Rd., Suitland, MD 20746
 1921 706 Washington Blvd., Laurel, MD 20707

The collateral of Debtor, as described in the foregoing Schedule I, may be located at locations other than, or in addition to, the addresses set forth above.

270028

516-184

To be Recorded:

- _____ Among the Land Records of Anne Arundel County, Maryland
- X 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 \$180,000

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.

RECORD FEE 13.00
 POSTAGE .50
 #566140 0237 R02 T10:35
 09/21/89

FINANCING STATEMENT

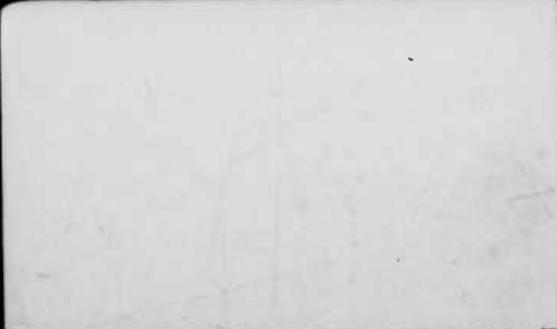
Debtor: KUSICK, HARRINGTON & HARRINGTON H. ERLE SCHAFER
 INC. AA CO. CIRCUIT COURT
 5622 Belle Grove Road
 Baltimore, Maryland 21225

Secured Party: FIRST NATIONAL BANK OF MARYLAND
 P.O. Box 1596
 Baltimore, Maryland 21203
 Attn: Phillip Kunzelman

1. This Financing Statement covers all of the Debtor's right, title and interest in and to:
 - a. All the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, appliances, furnishings, furniture, fittings, building materials, and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land described in Exhibit A attached hereto and incorporated herein by reference (the "Land") (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the Land or any part thereof and used or usable in connection with any present or future operation of the Land.
 - b. All rights, alleys, ways, waters, easements, tenements, privileges, advantages, improvements, accessions, hereditaments, and appurtenances belonging or in any way appertaining to the Land

1350
1350

MDA:017216:08/14/89



and the other property herein described, and the reversions and remainders, earnings, revenues, rents, issues, and profits thereof including any right, title, interest, or estate hereafter acquired by the Debtor in the Land and the other property described herein.

c. Specify additional collateral, if any:

- 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:

KUSICK, HARRINGTON & HARRINGTON, INC.

By: John H. Harrington (SEAL)
John H. Harrington, President

DATE: 9/19/89, 1989

PLEASE RETURN TO: Robert E. Scher, Esquire
Ober, Kaler, Grimes & Shriver
Maryland National Bank Building
10 Light Street
Baltimore, Maryland 21202

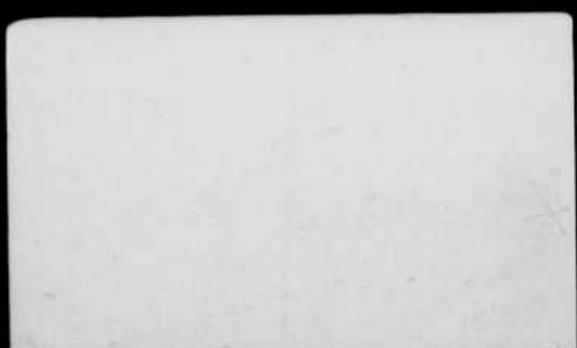


EXHIBIT A

BEING Lots Nos. 17, 18, 19, 20, 21, 22, 23 and 24, of Kramme's Shores, per plat recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 157, (Plat Cabinet No. 2, Rod C-7, Plat 157), and Plat Book No. 17, folio 8.

SAVING AND EXCEPTING therefrom, however, so much thereof as was conveyed by John W. Miller and Irene T. Miller, his wife, to The Arundel Corporation by Deed dated March 15, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. No. 614, folio 315, and as was conveyed by George R. Minor and Lutie D. Minor, his wife, to The Arundel Corporation, by Deed dated March 9, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. No. 614, folio 317.

THE improvements on said lots being known as No. 5622 Belle Grove Road or Avenue.

[MDA\010 9/12/89 saq]

Account Number
1-67-608-7156

AA 4

516 187

TERMINATION STATEMENT

RECORD: Liber 487 Folio 248 File No. 257567

Record in Land Records

DEBTOR CRAB COVE
(Name or Names)

5622 BELLE GROVE ROAD, BALTIMORE, MARYLAND 21225
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#566170 0237 R02 T10:36
09/21/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST: THE CARROLLTON BANK OF BALTIMORE

Mary C. Turner
MARY C. TURNER

D.M. Polk
BY: D.M. POLK, MANAGER-LOAN SERVICES

Dated JUNE 14, 1989

77-078

10⁰⁰
53

Account Number
1-67-606-5122

AA City

546 188

TERMINATION STATEMENT

RECORD: Liber 460 Folio 31 File No. 246604

Record in Land Records

DEBTOR Crab Cove-Kusick, Harrington & Harrington
(Name or Names)

5622 Belle Grove Road, Baltimore, Maryland 21225
(Debtor's Address—Street No., City, County, State)

SECURED PARTY THE CARROLLTON BANK OF BALTIMORE
P.O. Box 1391
Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#566180 C237 R02 T10:36
09/21/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST: THE CARROLLTON BANK OF BALTIMORE

Mary C. Turner
MARY C. TURNER

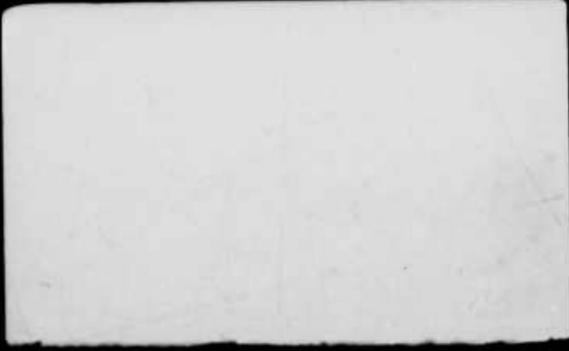
BY: D.M. Polk
D.M. POLK, MANAGER

Dated June 14, 1989

10⁰⁰ 30

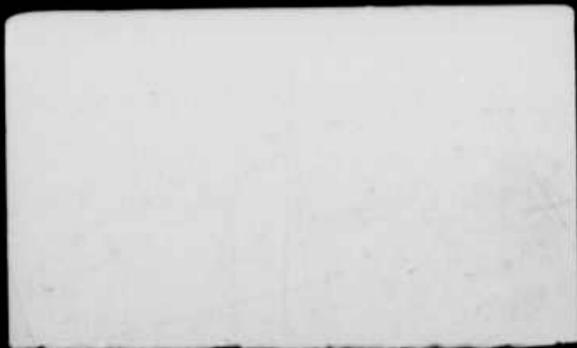
This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Koons Pontiac-GMC Truck, Inc. 1799 West Street Annapolis, MD 21401	2. Secured Party(ies) and Address(es) General Motors Corporation % General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, MD 21061		RECORD FEE 10.00 POSTAGE 4.00 2465323 STATE FVS 126416 NOV 22 1987 H. BILL SCHAFER For Filing Officer (Date, Time, Number, and Filing Office)
This statement refers to original Financing Statement No. <u>270620</u> Date Filed <u>November 17 1987</u> Book <u>520</u> Page <u>92</u>			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input checked="" type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9. Name and address changed to: Koons Pontiac-GMC Trucks/Hyundai, Inc. 1019 West Street Annapolis, MD 21401			

Koons Pontiac-GMC Trucks/Hyundai, Inc. General Motors Corporation %
 General Motors Acceptance Corporation
 By: [Signature] By: [Signature]
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE) SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD
(1) FILING OFFICER COPY - ALPHABETICAL
 GMAC UCC-3 11/88



546 190

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Koons Pontiac-GMC Truck, Inc. 1799 West Street Annapolis, MD 21401	2. Secured Party(ies) and Address(es) General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, MD 21061		RECEIVED POSTAGE REGISTERED MAIL J.F. GLENN For Filing Officer (Date, Time, Number, and Filing Office)
This statement refers to original Financing Statement No. <u>270621</u> Date Filed <u>November 17 1987</u> Book <u>520</u> Page <u>93</u>			
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input checked="" type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above.			
9. Name and address changed to: Koons Pontiac-GMC Trucks/Hyundai, Inc. 1019 West Street Annapolis, MD 21401			
Koons Pontiac-GMC Trucks/Hyundai, Inc. By: <u>[Signature]</u> <small>SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)</small>		General Motors Acceptance Corporation By: <u>[Signature]</u> <small>SIGNATURE(S) OF SECURED PARTY(IES) OF RECORD</small>	
(1) FILING OFFICER COPY - ALPHABETICAL GMAC UCC-3 11/88			



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

546 FEB 191

FINANCING STATEMENT

270000

1. Name & Address of Debtor: DAVID SAMADEJAD
507 White Horse Court
Millersville, Maryland 21108
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 1066-1068 Deep Creek Avenue, Arnold, Maryland 21012, 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 1066-1068 Deep Creek Avenue, Arnold, Maryland 21012, 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.



RECORD FEE 11.00
POSTAGE .50

(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:

David Samadnejad
DAVID SAMADNEJAD

Secured Party:

SEVERN SAVINGS BANK, FSB
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: [Signature]

#566370 0055 R02 T13:49
09/21/89

1100
50

EXHIBIT "A"

All those lots or parcels of ground, situate, lying and being in the Third Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the first thereof on the southeast side of Deep Creek Avenue at the distance of 1091 feet northeasterly from the corner formed by the intersection of the southeast side of Deep Creek Avenue and the northeast side of Wharf Road, running thence northeasterly along the southeast side of Deep Creek Avenue and the northeast side of Wharf Road, running thence northeasterly along the southeast side of Deep Creek Avenue 56 feet to the southwest side of Lot No. 88; thence southeasterly along the southwest side of Lot 88, 385 feet, more or less to the waters of Deep Creek, 43 feet 6 inches, more or less to intersect the line drawn southeasterly from the place of beginning at right angles to Deep Creek Avenue; thence northwesterly reversing the said last mentioned line and binding thereon 369 feet more or less to the place of beginning.

BEING the northeasternmost 6 feet of Lot 90 and all of Lot 89, so laid out on the plat of SHOREACRES, subdivided by Cityco Realty Co. of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book GW 3, folio 209, now filed in Plat Book 15, page 49.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by JOHN J. HAAS, JR. and VIVIENNE HAAS, his wife unto DAVID SAMADNEJAD.

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

546 193

270000

FINANCING STATEMENT

1. Name & Address of Debtor: PATRICK J. PENNUCCI
43 Top of the Ridge Road
Manoroneck, New York 10543
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 306-C Forbes Street, Annapolis, Maryland 21401, 322 Chester Avenue Annapolis, Maryland 21403, and 4 Fairhope Court, Annapolis, Maryland 21403, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 306-C Forbes Street, Annapolis, Maryland 21401, 322 Chester Avenue, Annapolis, Maryland 21403 and 4 Fairhope Court, Annapolis, Maryland 21403, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

RECORD FEE 11.00

(b) Proceeds of all collateral are covered.

POSTAGE .50

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.

#566420 0055 R02 T13:57

Debtor:

Patrick J. Pennucci
PATRICK J. PENNUCCI

Secured Party:

SEVERN SAVINGS BANK, FSB

By:

H. Ekle Schaffer
H. EKLE SCHAFFER
AA CO. CIRCUIT COURT
09/21/89

1100
/ 00

273631

546 194

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) CHESAPEAKE DECAL CORPORATION 1993 MORELAND PKWY. ANNAPOLIS, MD 21401	2. Secured Party(ies) and address(es) Century Financial Services Group, Ltd. 15455 Conway Road, Suite 350 Chesterfield, Missouri 63017	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE  .00 POSTAGE .50 #481670 CITY R03 711146 09/22/89 H. ERLE SCHAFER RA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property. 3827 1. ORDER SCIENTIFIC SPRINT II COMPUTERIZED SIGNMAKING MACHINE S/N 56340		5. Assignee(s) of Secured Party and Address(es) COLONIAL PACIFIC LEASING CO. P.O. BOX 1100 TUALATIN, OR 97062

The foregoing equipment is on lease to the above named lessee. Filing is intended for informational purposes only.

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

CHESAPEAKE DECAL CORPORATION

By: *Cathryn L. Krohn*
 CATHRYN L. KROHN (Signature(s) of Debtor(s))
 President

By: *[Signature]*
 Century Financial Services Group, Ltd.
 (Signature(s) of Secured Party(ies))

270602

546 195

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) Chico's FAS, Inc. 15550 McGregor Boulevard Ft. Myers, Florida 33908	(2) Secured Party(ies) (Name(s) And Address(es)) NCNB National Bank of Florida Post Office Box 06239 Ft. Myers, Florida 33906	 RECEIVED POSTAGE #4020 R. LYLE SCHWEPER AA CO. CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

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

See attached Exhibit A.

This UCC-1 is exempt from taxation; none of the items listed on Exhibit A are located in the State of Maryland.

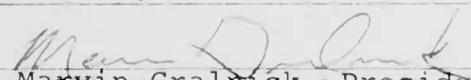
Filed with: Anne Arundel County Clerk (MD)

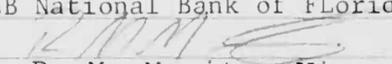
Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) _____ Secured Party(ies) [or Assignees] _____

Chico's FAS, Inc.

NCNB National Bank of Florida

(By) 
Marvin Gralnick, President
Standard Form Approved By NC, Sec. of State
and other states shown above.

(By) 
R. M. Manitz, Vice President

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

EXHIBIT A

(A) "Accounts" of Debtor, which means and includes all accounts, accounts receivable, contract rights, General Intangibles, notes, bills, acceptances, choses in action, chattel paper, instruments, documents, and other forms of obligations at any time owing to the Debtor, the proceeds thereof and all of the Debtor's rights with respect to any goods or services represented thereby, whether or not delivered, together with all patient and customer lists, books and records, ledger and account cards, computer tapes, software, disks, printouts and records, whether now in existence or hereafter created, relating to Accounts. "General Intangibles" shall mean all intangible personal property of Debtor held, used, applied for, generated or initiated in connection with the ownership or operation of its business (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, permits, franchises, tax refund claims, computer programs, and any guarantee claims, security interests or other security held by or granted to Debtor to secure payment by an Account Debtor of any of the Accounts. "Account Debtor" means any person who is or who may become obligated to Debtor under or on account of an Account;

(B) "Equipment" of Debtor, which means and includes all fixtures and equipment, including without limitation, all machinery, equipment, parts, supplies, apparatus, appliances, furniture, furnishings, fixtures and articles of tangible personal property of every description now or hereafter owned by Debtor or in which either Debtor may have or may hereafter acquire any interest;

(C) "Inventory" of Debtor, which means and includes all inventory of Debtor wherever located, including without limitation, all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of the Debtor or which may contribute thereto, in which Debtor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of Debtor or is held by Debtor or by others for Debtor's account;

(D) All monies, securities, investments, residues and property of any kind, now or at any time or times hereafter, in the possession or under control of the Secured Party or a bailee of the Secured Party; and



(E) All accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the same.

All of the property and interests in property described in subsections (A) through (E) and all other property and interests in personal property which shall, from time to time, secure the indebtedness of Debtor to Secured Party are herein collectively referred to as the "Collateral".

Certain of the foregoing Collateral is located at:

Chico's
Marley Station, B-135
7900 Governor Ritchie Highway
Glen Burnie, Maryland 21061

546 198

273033

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 HUBERS BUS SERVICE, INC.
Address 103 WELLS AVE., GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY
Address P.O. BOX 6762
SOMERSET, N.J. 08875 ATTN: CREDIT DEPT.

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

3. Maturity date of obligation (if any) _____

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

TIRES AND TUBES LEASED TO DEBTOR BY SECURED PARTY.

ML

RECORD FEE 11.00
POSTAGE .50
#461310 DTT RO3 111420
09/22/89
H. TALE 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)

William J. Hubers
(Signature of Debtor)

WILLIAM J. HUBERS
Type or Print Above Name on Above Line

(Signature of Debtor)

HUBERS BUS SERVICE, INC.
Type or Print Above Signature on Above Line

Judith T. Van Pelt
(Signature of Secured Party)

THE GOODYEAR TIRE & RUBBER COMPANY
Type or Print Above Signature on Above Line

1150

278031

546 199

Anne Arundel County
Recordation tax paid to SDAT
pursuant to Section 9-401
(1)(c) of the Maryland
Commercial Law Article &
Section 12-103(e) of the
Maryland Tax-Property Article

TO BE
 NOT TO BE } RECORDED IN
LAND RECORDS
 SUBJECT TO
 NOT SUBJECT TO } RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 520,000

FINANCING STATEMENT

1. Debtor(s):
Cumberland Restaurant Corporation
Name or Names—Print or Type
P.O. Box 26425, 6D Springridge Court (Baltimore County), MD 21207
Address—Street No., City - County State Zip Code
2. Secured Party:
David G. Benson
Name or Names—Print or Type
13012 Heil Manor Drive, Reisterstown (Baltimore County), MD 21136
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All furniture, fixtures, and equipment and supplies, including, but not limited to, all machinery, cash registers, walk-in coolers/freezers, ovens, refrigerators, stoves, ice chests and machines, steam tables, drink dispensers, worktables, cookware, utensils, signs, and cleaning and janitorial supplies, and all other items of tangible property used in the conduct of a restaurant business.
4. If above described personal property is to be affixed to real property, describe real property.

Rax Roast Beef
11 Aquahart Road
Glen Burnie, MD 21061

Rax Roast Beef
5512 Ritchie Highway
Brooklyn Park, MD 21225



RECORD FEE 11.00
POSTAGE .50
#567730 C237 R02 T12:32
09/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. Proceeds of collateral are are not covered.
6. Products of collateral are are not covered.

DEBTOR(S): Cumberland Restaurant Corp. SECURED PARTY: David G. Benson

By: David G. Benson
(Signature of Debtor)
David G. Benson
Type or Print

David G. Benson
(Company, if applicable)
(Signature of Secured Party)

(Signature of Debtor)
Type or Print
(Signature of Secured Party)
Type or Print (Include title if Company)

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

Name and Address: Debra J. Tervalo, Esquire
Lucas Bros. Form F-1 Whiteford, Taylor & Preston
7 Saint Paul Street
Suite 1400
Baltimore, Maryland 21202

11 36



275035

INDEMNITY FINANCING STATEMENT

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

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

1. NAME AND ADDRESS OF INDEMNITOR: GEORGE W. STONE
8094 Edwin Raynor Boulevard
Suite C
Pasadena, Maryland 21122
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), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection

ML

RECORD FEE 17.00
POSTAGE .50
#549130 COSS R02 T15440
09/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1700
①



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 Indemnity Deed of Trust, Assignment and Security Agreement dated September 21, 1989 (the "Deed of Trust") executed by the Indemnitor 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.

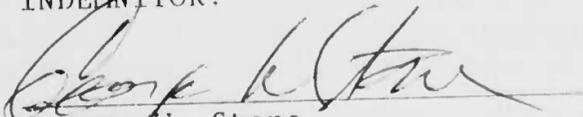
4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions,

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:


George W. Stone

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:

Beginning for the same at an Iron Pipe found, said pipe being at the beginning of the North 57°20' East 815 foot line of the ten-acre tract of land conveyed by M.D. Meeks to Joseph Wilson by deed dated December 19, 1923, and recorded among the land records of Anne Arundel County, Maryland in Liber WNW 86, folio 215 and running from thence and with said line as now surveyed and as corrected to the Maryland State Grid System, the following 4 courses and distances,

- 1) North 50°10'26" East 778.37 feet to a point said point being located along the Southwest side of Fort Smallwood Road, thence with the Southwest side of Fort Smallwood.
- 2) South 44°39'20" East 227.85 feet to a point, thence leaving the Southwest side of Fort Smallwood Road and running with the Westerly line of division as described in a deed recorded among the land records of Anne Arundel County, Maryland in Liber 3479, folio 269.
- 3) South 50°48'07" West 774.08 feet to a point said point being located 50 feet from a pipe located at the end of the South 39°50' East 282.4' foot line of a deed recorded among the land records of Anne Arundel County, Maryland in Liber 3471, folio 333 thence,
- 4) North 45°58'22" West 219.82 feet to the point of beginning. Containing 3.97 acres of land more or less.

Being a part of the land conveyed and recorded among the land records of Anne Arundel County, Maryland in Liber 3471, folio 333.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Frederick L. Holland

Address P.O. Box 148 Sunderland, Md. 20689

2. SECURED PARTY

Name Outdoor Power

Address 1915 Lincoln Dr.
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 48" commercial mower S.N. - M0048CMX595513

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)

Frederick L. Holland

(Signature of Debtor)

Frederick L. Holland
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Arthur Power
(Signature of Secured Party)

Outdoor Power

Type or Print Above Signature on Above Line

11/50

FINANCING STATEMENT FORM UCC-1 278637

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.

EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST.

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

RECORD FEE 11.00
POSTAGE
#463090 CITY BOX 115-48
11/22/88

2. SECURED PARTY

Name The Huntington Leasing Company
Address 41 South High Street
Columbus, Ohio 43287

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

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 Cty Sch 30

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)

NATIONWIDE MUTUAL INSURANCE COMPANY

Signature of Debtor

JEFF BAUER JEFF 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

Signature of Secured Party

Lawrence L. Duncan- AVP
Type or Print Above Signature on Above Line

147.527
6638JB

11.50

NATIONWIDE MUTUAL INSURANCE COMPANY

546-206

EXHIBIT "A"

Lease No. 89091 Schedule No. 30

<u>BLDG CODE</u>	<u>INVENTORY TAG #</u>	<u>CATEGORY CODE</u>	<u>DESCRIPTION</u>	<u>COST</u>
5220	408643	PROJ	OVERHEAD PROJECTOR	309.10

EQUIPMENT LOCATION:
CROWN INN RTE 50
EASTON (TALBOT) MARYLAND
TAX DISTRICT 20 0020

5200	408872	RECO	POCKET RECORDER	194.25
	408873	RECO	POCKET RECORDER	194.25
	408895	TY01	TYPEWRITER	875.59
	408912	TRAN	TRANSCRIBER	494.10
	408892	TY01	TYPEWRITER	1720.05
	408893		CRT ARM	127.00
TOTAL				\$3605.24

EQUIPMENT LOCATION:
2500 RIVA ROAD
ANNAPOLIS (ANNE ARUNDEL) MARYLAND
TAX DISTRICT 20 0002

5203	408917	TY01	TYPEWRITER	695.34
------	--------	------	------------	--------

EQUIPMENT LOCATION:
1202 E PATRICK STREET
FREDERICK (FREDERICK) MARYLAND
TAX DISTRICT 20 0010

5244	408918	TRAN	TRANSCRIBER	494.10
------	--------	------	-------------	--------

EQUIPMENT LOCATION:
222 BOSLEY AVE
TOWSON (BALTIMORE) MARYLAND
TAX DISTRICT 20 0003

FINANCING STATEMENT FORM UCCH

Identifying File No. 278033

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

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

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

This financing statement Dated Aug. 15, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Transamine Corporation, c/o Cox Creek Refinery
Address P.O. Box 3407, Fort Smallwood & Kembo Roads, Baltimore, MD 21226

2. SECURED PARTY

Name Banque Francaise du Commerce Exterieur
Address 645 Fifth Avenue
New York, New York 10022

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

3. Maturity date of obligation (if any)

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

See attached Schedule

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
filed with #463100 0777 R03 115:50
09/22/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Transamine Corporation

By: A. Adamian (Signature of Debtor)

A. Adamian
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Banque Francaise du Commerce Exterieur

By: Kevin Dolan (Signature of Secured Party)

Kevin Dolan

Type or Print Above Signature on Above Line

546-208

Schedule

to

Uniform Commercial Code-Financing Statement-Form UCC-1

Debtor

Transamine Corporation
c/o Cox Creek Refinery
P.O. Box 3407
Fort Smallwood & Kembo Roads
Baltimore, MD 21226

Secured Party

Banque Francaise du Commerce Exterieur
645 Fifth Avenue
New York, New York 10022

Continuation of Description of Property:

All present and future inventory and accounts (as such terms are defined under the Uniform Commercial Code) and the appurtenant documents (as such term is defined under the Uniform Commercial Code) consisting of copper blister representing a total of approximately 3,000 metric tons dry weight and 6,540 pieces shipped from Peru including without limitation, the raw material represented thereby and work-in-process during the refinement process and finished copper, including the copper cathodes into which the copper is to be refined by Cox Creek Refinery in Baltimore, Maryland. All products and proceeds of the foregoing, including the right to the proceeds of the sale of the copper at any stage of the refinement process and the copper cathodes in their finished state once the cathodes have been returned to the Debtor by the Refinery.

All books and recording pertaining to the foregoing.

All proceed arising from the future contracts entered into for the purpose of hedging the copper as such contracts are entered into on behalf of the Debtor on the Commodity Exchange Inc. and the London Metal Exchange.

546 209

278000
ANNE ARUNDEL Cty.

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

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) XXXXXX Kuever, Cecil P.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 577-03-3504	
1B. MAILING ADDRESS 870 Botswain Way		1C. CITY, STATE Annapolis, MD	1D. ZIP CODE 20785
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 Irving Trust Company MAILING ADDRESS 1290 Avenue of the Americas CITY New York STATE New York ZIP CODE 10104		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A NO.	

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

All of Debtor's right, title and interest in and to its limited partnership interest in Self Storage Preferred Partners, LP, a California limited partnership (the "Partnership"), including Debtor's interest in capital, profits and losses, operating cash flows and transaction proceeds and other collateral at any time securing the obligations of Debtor under its promissory note with respect to the Partnership.

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 14.00
POSTAGE .50
#443110 0717 003 715181
09/22/87
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input checked="" 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) (A)	

9. <i>Michael Leban</i> DATE: _____ ▶ Cecil P. Kuever by Michael Leban,* SIGNATURE(S) OF DEBTOR(S) *Vice President of Space Savers, Inc., general partner of the Partnership under power of attorney granted to such general partner	C O D E	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
TYPE OR PRINT NAME(S) OF DEBTOR(S) IRVING TRUST COMPANY		1
▶ BY: <i>Drake Stimson</i> SIGNATURE(S) OF SECURED PARTY(IES)		2
Name: <u>Drake Stimson</u> Title: <u>AS</u>		3
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)	4	
11. Return copy to:	5	
NAME _____	6	
ADDRESS [Irving Trust Company]	7	
CITY [1290 Avenue of the Americas]	8	
STATE [New York, New York 10104]	9	
ZIP CODE [Attn: Mr. Drake D. Stimson]	0	

(1) FILING OFFICER COPY

FORM UCC-1 — FILING FEE \$5.00
Approved by the Secretary of State

14-50

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

1. DEBTOR 6711

Name Premier Financial Services, Inc.

Address 1511 Ritchie Hwy., Suite 203 Arnold, MD 21012

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., 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)

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

Name and address of Assignee



RECORD FEE .50
POSTAGE .50
#483160 0717-800 11175
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

NOT SUBJECT TO RECORDATION TAX.

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)

Irwin W. Bertz

(Signature of Debtor)

IRWIN W. BERTZ PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas E. Myers

(Signature of Secured Party)

THOMAS E. MYERS

Type or Print Above Signature on Above Line

JTB

EXHIBIT A

Description of Equipment

- One (1) 103005027 Contempo 36x72 MA
- One (1) 118005023 Contempo Cred.
- One (1) 686005011 Contempo Comp.
- One (1) 677005017 Contempo Print
- One (1) 341005027 Contempo Lat File
- One (1) 101103013 Radius 30x60 DOK
- One (1) 119003024 Radius K-Hole
- One (1) 102003020 Radius Secy. L.
- One (1) 110003102 Radius Cent. Dr.
- One (1) 452003023 60"Laminate
- Four (4) 454023021 BLK H-Legs
- Two (2) 000002550 DOK 24x54 Lam
- One (1) 217114152 OP Taylor H/B
- Two (2) 217114195 Taylor S/C
- One (1) 221025059 Congressional LB
- Two (2) 223025072 Congressional A/C
- One (1) 59959 AT&T Fax 3520
- One (1) 59217 AT&T SYS 2000 MSTR
- Two (2) 59216 AT&T Sys 2000 EXT
- Two (2) 59216 AT&T Sys 2000 EXT
- One (1) Sharp Copier Model Z70

Premier Financial Services, Inc.

Type Full Legal Company Name

John W. Smith
Signature

Print Name

PRESIDENT
Title

Title

9-7-89
Date

Date

Thomas E. Myers
Signature

Thomas E. Myers
Print Name

Print Name

Treasurer
Title

Title

9-7-89
Date

Date

Butler Leasing Company

546-212

FINANCING STATEMENT (FORM UCC-1)

270011

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

LESSEE: Telespectrum, Inc.
190 Admiral Cochrane Dr. #100
Annapolis, MD 21401

LESSOR: BUTLER LEASING COMPANY
9861 Broken Land Parkway, Suite 210
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:
FLEET CREDIT CORPORATION
1775 Broadway
New York, NY 10019

360810



RECORD FEE 20000
POSTAGE
FLEET CREDIT CORPORATION
1775 BROADWAY
NEW YORK, NY 10019

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

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL (including Insurance Proceeds)

EQUIPMENT LOCATION: same as above

LESSEE
Telespectrum, Inc.

LESSOR
BUTLER LEASING COMPANY

BY: Karen E. Schweitzer

BY: D. E. Bennett

KAREN E. SCHWEITZER
PRINT NAME & TITLE: President

D. E. Bennett, V.P.

FILING OFFICER: Please record and return to:

[Redacted]

FLEET CREDIT CORPORATION
P.O. Box 1804
Ansonia Station
New York, NY 10023

1/2

Butler Leasing Company

516 213

EQUIPMENT SCHEDULE

One SR 1000 ACD/PBX Telephone System including:

1	SR1000 COMMON EQUIPMENT
1	SR1000 2ND SHELF COMMON EQUIPMENT
12	8 CIRCUIT STATION CARDS
2	8 CIRCUIT GS/LS TRUNK CARDS
1	64 CIRCUIT SUPER SET CONTROLLER CARD
1	ACD/MIS SOFTWARE (72 AGENTS)
1	ACD/MIS FORECASTING PACKAGE
5	8 CIRCUIT ACD AGENT CONSOLE BOXES
2	24 CIRCUIT T-1 MODULES
1	ATTENDENT CONSOLE BOX
1	SMDA SOFTWARE (8.6 VERSION P.C. CARD)
1	PAGE ADAPTER & CONTROLLER
1	ADMN. MONOCHROME CRT W/PRINTER
5	SUPERVISOR COLOR CRT'S
1	BATTERY BACK-UP SYSTEM (MINIMUM 1 HOUR)
82	FIRE RATED 3 PAIR TELEPHONE STATION CABLES
1	FIRE RATED 25 PAIR CONSOLE CABLE
1	ATTENDENT CONSOLE
40	ACD 4 AGENT TELEPHONES
25	MITEL SUPERSET 4 TELEPHONES
1	MITEL SUPER SET WALL BRACKET
2	SINGLE LINE SPEAKER DESK TELEPHONES
2	SINGLE LINE SPEAKER WALL TELEPHONES
1	SINGLE LINE SPEAKER DESK TELEPHONE
1	DID TRUNK CARD
6	3 PAIR FIRE RATED CABLE
60	SHIELDED TWISTED PAIR FIRE RATED CABLE
1	8 CIRCUIT GS/LS CARD

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND REPLACEMENTS.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

Person And Address To Whom Statement Is To Be Returned 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 James Madison Financial Corporation of certain lease payments under cert True Lease Assignment dated 3/17/89, Schedule # 01, dated 3/17/89 between Assignor as Lessor and LEASE ACCOUNT# 220988 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 4/13/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
POSTAGE .50
#463620 0777 R03 710:53
09/25/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

Dennis B. Kohan
(Signature of Secured Party)

Dennis B. Kohan, AVP
Type or Print Above Name on Above Line

Filed in the state of Maryland

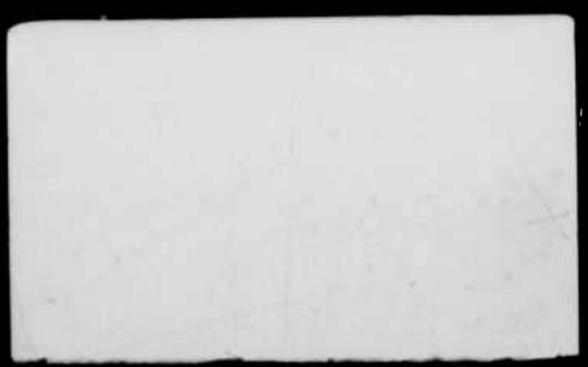
lease #8903-051-1/Antietam Answering

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	StarTel System 3700-E (Three Position) including: 1 (one) System cabinet - S/N 1025, 1 (one) Hard Disk Drive - S/N 118199570, 1 (one) SMS Controller - S/N 1497, 1 (one) CMI/IM DP 6.0 - S/N 902029, 2 (two) CMI/256 ACD AI 7.1C - S/N 902003 and (spare) S/N 902043, 4 (four) Trunk PCB - S/N's 827066, 832056, 827192, & 842045, 2 (two) Generator PCB S/N 818007 (spare) 843049, 3 (three) CRT Terminal - S/N 59184, 59224, & 59201, 4 (four) Operator Console - S/N's 839114 thru 830117, 3 (three) CRT Conn. kit, 1 (one) CRT Cable, 1 (one) Op Con Cable, 3 (three) Trunk cables, 1 (one) Installation and 1 (one) Manager kit, 1 (one) Printer - S/N 0185390007, 1 (one) Printer Cable, 1 (one) Modem - S/N AO 4809023405, 1 (one) Modem cable, 1 (one) POWL PNL - S/N 82007, 1 (one) Power Var, and 1 (one) VSR w/CRT
1 (one)	Granite Digital Announcer - Model DVA 500
1 (one)	Computer Line Conditioner - P/N CLT 1000AAA

TransFinancial Leasing Corp.
 BY: *Frank J. ...*
 TITLE: *President*

James Madison Financial Corporation
 BY: *James B. ...*
 TITLE: *AVP*



546 216

278013

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036
Person And Address To Whom Statement Is To Be Returned If Different From Above.
RECORD FEE 11.00
POSTAGE .50
#463630 0777 R03 T10:53
09/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/17/89, Schedule # 02, dated 3/31/89 between Assignor as Lessor and LEASE ACCOUNT# 220988 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 April 13, 1989 between Assignor and Assignee:

- (1) One VSR Startel Voice Mail System, 4 port/8 hours including: Voice Mail Intergration Software

CHECK THE LINES WHICH APPLY

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

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

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

TransFinancial Leasing Corp.
Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President
Type or Print Above Signature on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

James Madison Financial Corporation
Dennis B. Kohan
(Signature of Secured Party)
Dennis B. Kohan, AVP
Type or Print Above Name on Above Line

Filed in the State of Maryland

1150

lease #8903-052-2/Antietam Answering Svc., Inc.

546-217

270011

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.

01

1. DEBTOR

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

21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

RECORD FEE 11.00
POSTAGE .50
#463840 0777 R03 T10:53
09/25/89

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/31/89, Schedule # 01, dated 5/24/89 between Assignor as Lessor and LEASE ACCOUNT# 309822 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 5/25/89 between Assignor and Assignee:

see attachment

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

George L. Beck, v.p.
(Signature of Secured Party)

GEORGE L. BECK

Type or Print Above Name on Above Line

Filed in the state of Maryland

1/15 lease #8903-054-4/DeDah, Inc.

Equipment List

<u>Quantity</u>		<u>Description</u>
Three	(3)	Nussbaum Lift Model STL-700 s/n 32578, 32534, 32542
One	(1)	Truck/Van Adaptors Model TKA
One	(1)	Hofmann Brake Lathe Model 660 s/n 1288091178
One	(1)	1985 Chevrolet Scottsdale Model 30 s/n 1GBHC34W2FV205619 v/8 gas engine 4 sp. trans 7.50-16LT tires front & rear w/Chevron Aluminum Roll Back Body w/Ramsey Winch
One	(1)	Lincoln Electric Welders AC 225 AMP
One	(1)	Texas TI 5130 calculator
One	(1)	Royal 930 PF calculator
One	(1)	Redi Kleen Parts Washer
One	(1)	MAC Tool box w/9 small/3 large drawers w/tools
One	(1)	MAC Tool box on wheels w/8 large drawers w/tools
One	(1)	FMC Programmed Engine Performance Analyzer
One	(1)	Wharton & Bernard Weaver Head Light Tester
One	(1)	Associated Battery Charger
One	(1)	NAPCO #2600 Control Communicator NAPCO #2610 Display Digital Pad ADEMCO #713 Tampered Outside Siren ADEMCO #705 Internal Siren
Two	(2)	NAPCO D-100 Dual TEC Internal beams
Four	(4)	Overhead door garage contacts ADEMCO #57
Three	(3)	AFD #5000 Sound Discriminators
Five	(5)	PED Door contacts USP #130SP-WH
One	(1)	Exhaust Fan Trip Wireied
Five	(5)	Rate of Rise Heat Sensors Chemetron #602
Two	(2)	Smoke Detector w/heat ESL 445CT UL
Three	(3)	ADEMCO #69 Hold-Up Switches
Four	(4)	Model 20N3728 Bay storage cabinets 72" H x 36" w x 18" D
Two	(2)	Model 5302A34 Bay work bench w/pressed wood top 30" x 60"
Two	(2)	Model 100 - 14220 Bay tier drawer - 14" x 20" x 5"
One	(1)	Model 5302MD4 Bay modular work bench w/pressed wood top 30" x 60" Signage - Triangle Sign

TransFinancial Leasing Corp.

BY: Frank J. SanoTITLE: PresidentDATE: 5/25/89

nm.1.dedaheq.mad

James Madison Financial Corporation

BY: George J. BeckTITLE: VICE PRESIDENT.DATE: 5-25-89

546 219

270015

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 3/30/89 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. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036
Person And Address To Whom Statement Is To Be Returned If Different From Above. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RECORD FEE 11.00
POSTAGE .50
#463650 C777 R03 T10:54
09/25/89

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 11/1/88, Schedule # _____, dated 11/1/88, between Assignor as Lessor and LEASE ACCOUNT# 588121/3R 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 4/11/89 between Assignor and Assignee:

One (1) 1988 Lincoln Continental 4 dr., white, s/n 1LNBM9849JY879750

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.
Frank J. Sarro III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

George L. Beck, VP
(Signature of Secured Party)

GEORGE L. BECK.
Type or Print Above Name on Above Line

Filed in the state of Maryland

lease #8903-061-1/J. David Kommalan

546 220

270016

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

RECORD FEE 11.00
POSTAGE .50
#463660 0777 R03 710:54
09/25/89

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/29/89, Schedule # 01, dated 3/29/89 between Assignor as Lessor and LEASE ACCOUNT# 823098 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 4/27/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

Dennis B. Kohan
(Signature of Secured Party)

Dennis B. Kohan, AVP
Type or Print Above Name on Above Line

Filed in the State of Maryland

1/5
lease #8902-055-5/Manassas Mall Exxon

EQUIPMENT LISTQuantity Description

- (1) One Bear Emission Machine #10H1066
- (2) Two Ammco Brake Machine
- (1) One Transmission Jack #HF9-3659
- (1) One Engine Holder
- (1) One Engine Hoist
- (1) One Allen Scoop
- (1) One FMC Computer Balancer #5800-1
- (1) One FMC Tire Changer #7600
- (1) One Snap-on Charging System Tester MT552
- (2) Two Stands
- (1) One 5 Ton Floor Jack
- (1) One 2 Ton Floor Jack
- (1) One Karcher Engine Steam Cleaner #HDS-1210
- (1) One Cooling System Flusher System # 54-120
- (1) One Check Pay Master
- (1) One Air Tank
- (1) One Vise
- (1) One Welding Torch #25-110
- (1) One Electric Torch #90070-71
- (1) One Snap-on Grinder
- (2) Two Portable Heater
- (1) One Heavy Duty Shop Heater #B150B
- (1) One Hitach Color TV
- (1) One Office Desk
- (3) Three Work Bench
- (1) One Battery Charger #39-110
- (1) One Wever Headlight Tester #WX-5051
- (1) One Ladder
- (3) Three Tow Bar
- (1) One High Pressure Grease Machine
- (1) One Waste Oil Equipment
- (1) One Gear Oil Pump Equipment
- (1) One Complete Tools and Tool Box
- (2) Two 5 Gallon Can
- (3) Three Shop Lights
- (1) One Chair
- (2) Two Telephone
- (2) Two Fan
- (1) One Waste Oil Heater
- (1) One Air Compressor
- (1) One Water Can
- (1) One Cleaner #17.30

TransFinancial Leasing Corp.

BY: Frank J. SanoyTITLE: President

James Madison Financial Corporation

BY: James B. FolgerTITLE: AVA

516 222

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278017

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation RECORD FEE 11.00
Address 1730 M Street N.W., Madison National 2nd Floor POSTAGE .50
Washington, DC 20036 #463670 0777 R03 T10:54 09/25/89
Person And Address To Whom Statement Is To Be Returned If Different From Above. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/9/89, Schedule # n/a, dated n/a, between Assignor as Lessor and LEASE ACCOUNT# 881012 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 4/12/89 between Assignor and Assignee:

- (1) One WS-10 BTE Simulator S/N 86120771R

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

Dennis B. Kolan
(Signature of Secured Party)

Dennis B. Kolan A/A
Type or Print Above Name on Above Line

Filed in the State of Maryland

176
lease #8900-049-9/Return to Work Centers, Inc

546 223

278618

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

Person And Address To Whom Statement Is To Be Returned 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 James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 1/12/89, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT# 881021 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 3/30/89 between Assignor and Assignee:

(1) One WS-20 BTE Simulator S/N890204

RECORD FEE 11.00
POSTAGE .50
#463680 0777 R03 T10:55
09/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

Dennis B. Koban
(Signature of Secured Party)

Dennis B. Koban, AIA
Type or Print Above Name on Above Line

Filed in the State of Maryland

lease #8900-045-5/Orange Rehabilitation
Therapy Medical Group

546 224

275049

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

RECORD FEE 11.00
POSTAGE .50
#463590 0777 R03 T10:55
09/25/89

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/8/89, Schedule # n/a, dated n/a, between Assignor as Lessor and LEASE ACCOUNT# 881022 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 4/12/89 between Assignor and Assignee:

- (1) One WS-10 BTE Simulator S/N 890316

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

Dennis B. Kehan
(Signature of Secured Party)

Dennis B. Kehan, AWA
Type or Print Above Name on Above Line

Filed in the State of Maryland

lease #8909-050-0/The Hand Center of Greensboro

546-225

270050

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

RECORDED 11.00
POSTAGE .50
#463700 0777 R03 110:56
09/25/89

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

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/8/89, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT# 881023 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 4/12/89 between Assignor and Assignee:

- (1) One WS-20 BTE Simulator S/N 890322

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

Dennis B. Kohan
(Signature of Secured Party)

Dennis B. Kohan, AVP
Type or Print Above Name on Above Line

Filed in the state of Maryland

1150

lease #8900-048-8/Work Reconditioning Systems

546 226

270001

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

RECORD FEE 11.00
POSTAGE .50
MAY 19 0177 AM '89
09/25/89

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

H. EMLE SCHAFER
BA LG. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

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

To secure assignment to James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/30/89, Schedule # 01, dated 3/30/89, between Assignor as Lessor and LEASE ACCOUNT# 923098 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee and Assignee per a Non-Recourse Assignment of Rents dated May 26, 1989 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[Signature]

(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

James Madison Financial Corporation

[Signature]

(Signature of Secured Party)

Dennis B. Kolgan, AVA

Type or Print Above Name on Above Line

Filed in the State of Maryland

115

lease #8909-068-8/The Work Center, Inc.

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Eagle-rowing (7403) S/N 4010M03G112
(1) One	Eagle Multi-hip S/N 4121M04G132
(1) One	Leg Extension w/new RL S/N 4108M03G161
(1) One	Leg Curl w/new RL S/N 4113M03G147
(1) One	Rotary Torso (new) 4201M03G069
(1) One	Sierra Silver Frame - Stnd
(1) One	Burgundy Upholstery - Stnd
(1) One	Eagle-Chest press (7404) S/N 4015M04G136
(1) One	Eagle-Shoulder Press (7406) S/N 4025M04G155
(1) One	Eagle-Arm Curl (7409) S/N 4040M04G122
(1) One	Eagle-Tricep Extension (7408) S/N 4035M12F163
(1) One	Abdominal Machine S/N4212M04G121
(1) One	Back Extension w/new RL S/N 4208M03G105

TransFinancial Leasing Corp.

BY: *[Signature]*

TITLE: Vice President

James Madison Financial Corporation

BY: *[Signature]*

TITLE: AVP

516-228

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.

1/2

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

RECORD FEE 11.00
POSTAGE .50
#483720 CITY RD 110:56
09/25/89
AA CO. CIRCUIT COURT

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

Person And Address To Whom Statement Is To Be Returned 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 James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 3/30/89, Schedule # 02, dated 4/5/89, between Assignor as Lessor and LEASE ACCOUNT# 923098 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 6/16/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

[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

James Madison (Financial) Corporation

[Signature]
(Signature of Secured Party)

GEORGE L. BECK

Type or Print Above Name on Above Line

Filed in the State of Maryland

1752

lease #8909-069-9/The Work Center, Inc.

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Eagle-rowing (7403) S/N 4010M03G111
(1) One	Eagle Multi-hip S/N 4121M04G131
(1) One	Leg Extension w/new RL S/N 4108M03G156
(1) One	Leg Curl w/new RL S/N 4113M02G079
(1) One	Rotary Torso (new) S/N 4201M03G070
(1) One	Sierra Silver Frame - Stnd
(1) One	Burgundy Upholstery - Stnd
(1) One	Eagle-Chest press (7404) S/N 4015M04G138
(1) One	Eagle-Shoulder Press (7406) S/N 4025M03G133
(1) One	Eagle-Arm Curl (7409) S/N 4040M04G118
(1) One	Eagle-Tricep Extension (7408) S/N 4025M01G020
(1) One	Abdominal Machine S/N 4212M03G108
(1) One	Back Extension w/new RL S/N 4208M03G114

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: Vice President

James Madison Financial Corporation

BY: [Signature]

TITLE: GEORGE L. BECK

546-230

278653

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name James Madison Financial Corporation
Address 1730 M Street N.W., Madison National 2nd Floor
Washington, DC 20036

Person And Address To Whom Statement Is To Be Returned 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 James Madison Financial Corporation of certain lease payments under certain True Lease Assignment dated 6/28/89, Schedule # 01, dated 6/28/89 between Assignor as Lessor and LEASE ACCOUNT# 983260 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 8/2/89 between Assignor and Assignee:

- (1) One Model XK-3 Lead in Paint Analyzer S/N 681
- (1) One Source Replacement S/N C4160

RECORD FEE  11.00
POSTAGE .50
#463130 0777 R03 T10457
07/25/89

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

James Madison Financial Corporation

George L. Beck, V.P.
(Signature of Secured Party)

GEORGE L. BECK

Type or Print Above Name on Above Line

Filed in the State of Maryland

7/25
lease #8903-078-8/R & E Contractors, Inc.

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 205

Page No. 231

Identification No. 126806

Dated January 29, 1971

1. Debtor(s) Richard J. Kilduff and Annette M. Kilduff
Name or Names - Print or Type
916 Edgerly Road, Glen Burnie, Maryland 21061
Address - Street No. City - County State Zip Code

2. Secured Party Equitable Bank, N.A.
Name or Names - Print or Type
110 West Road, Suite 420, Towson, MD 21204
Address - Street No. City - County State Zip Code

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

Dated: March 3, 1989

Equitable Bank, N.A.
Name of Secured Party

J. T. Caudill
Signature of Secured Party

J. T. Caudill, Vice President
Type or Print (Include Title if Company)

SAM/jb/UCC

516 232

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 451

Page No. 318

Identification No. 243245

Dated July 7, 1982

1. Debtor(s) (Jiffy Lube International of Maryland, Inc.
 (Name or Names--Print or Type
 (7008 Security Boulevard, Baltimore, MD 21207
 (Address--Street No., City-County State Zip Code
 (

2. Secured Party (Pennzoil Company
 (Name or Names--Print or Type
 (Pennzoil Place, 700 Louisiana Street, P.O. Box 2967
 (Address--Street No. City-County State Zip Code
 (Houston, Texas 77252-2967

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
 POSTAGE .50
 #568520 C237 R02 T11:41
 09/25/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

LAWYERS TITLE INSURANCE CORPORATION
 114 E. LEXINGTON ST., 3rd FLR.
 BALTIMORE, MD 21202
 301-539-3212

Dated: 9-8-89

PENNZOIL COMPANY
Name of Secured Party

R.A. Valentine
Signature of Secured Party

R.A. Valentine, Group Vice President

Type or Print (Include Title if Company)

10⁰⁰
50

NDS 89-0737

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

Roll No. 451

Page No. 316

Identification No. 243244

Dated July 7, 1982

1. Debtor(s) (JEFFY LUBE INTERNATIONAL OF MARYLAND, INC.
 (Name or Names--Print or Type
 (7008 Security Boulevard, Baltimore, MD 21207
 (Address--Street No., City-County State Zip Code
 (

2. Secured Party (CONNECTICUT GENERAL LIFE INSURANCE COMPANY
 (Name or Names--Print or Type
 (C/O CIGNA Investments, Inc., Hartford, CT 06152
 (Address--Street No. City-County State Zip Code
 (

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

LAWYERS TITLE INSURANCE CORPORATION
 114 E. LEXINGTON ST., 3rd FLR.
 BALTIMORE, MD 21202
 301-539-3212

RECORD FEE 10.00
 POSTAGE .50
 #568530 C237 R02 T11:41
 09/25/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated: August 31, 1989

Connecticut General Life Insurance Co.
 Name of Secured Party

Stephen H. Wilson
 Signature of Secured Party
STEPHEN H. WILSON

ASSISTANT VICE PRESIDENT
 Type or Print (Include Title if Company)

NDS
 89-0329

NDS 89-0737

Not subject to recordation tax

546 234

273054

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$Not Subject

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

This financing statement Dated 9/18/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Lawn and Garden Equipment, Inc.

Address 141 Defense Highway Annapolis, MD 21401

2. SECURED PARTY

Name Snapper Financial Services/o Chesapeake Power Equip. Co.

Address 10752 Tucker Street Beltsville, MD 20705

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

3. Maturity date of obligation (if any) _____

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

All of the following types of goods held for sale or lease by debtor, consisting of but not limited to, new snow throwers and snow related equipment, tillers, lawn tractors, garden tractors, lawn mowers, lawn sweepers, lawn vacuums, lawn trimmers and the like, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing, including the brand name Snapper.

(INVENTORY)

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#569000 C237 R02 T12:37
09/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

x Elijah Harris
(Signature of Debtor)

ELIJAH HARRIS (Pres.)
Type or Print Above Signature on Above Line

x David R Goodwin
(Signature of Debtor)

DAVID R GOODWIN (V. Pres.)
Type or Print Above Signature on Above Line

R. D. Hogans
(Signature of Secured Party)

R. D. Hogans Credit Manager
Type or Print Above Name on Above Line

1100
50

546-235

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

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Mid-Atlantic Toyota Distributors,
P.O. Box 1030
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
General Electric Credit Corporation of Tennessee
American City Building 301
Columbia, MD 21044

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. Liber 402, pg. 150

Filed with Anne Arundel Co. Date Filed 5/8/79 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.

RECORD FEE 10.00
 POSTAGE .50
 #569020 0237 R02 T12:39
 07/25/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

No. of additional Sheets presented:

General Electric Credit Corporation

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

546-236

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

3. Maturity date (if any):

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

Mid-Atlantic Toyota Distributors, Inc.
P.O. Box 1030
Glen Burnie, MD 21061

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

General Electric Credit Corporation of Tennessee
American City Building 301
Columbia, MD 21044

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. Liber 395, page 596

Filed with Circuit Court Anne Arundel County Date Filed 12/13/83 1983

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.

RECORD FEE 10.00
POSTAGE .50
#569030 C237 R02 T12:39
09/25/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

No. of additional Sheets presented:

General Electric Credit Corporation of Tenn.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

546-237

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) Mid-Atlantic Toyota Distributors, Inc. P.O. Box 1030 Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) General Electric Credit Corporation of Tennessee American City Building 301 Columbia, MD 21044	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

Liber 387 pg. 252

4. This statement refers to original Financing Statement bearing File No. _____
Filed with Circuit Court - AA County Date Filed 5/26/78 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.

RECORD FEE 10.00
POSTAGE .50
#509040 0237 R02 T12:39
09/25/89
H. ERLE SCHINFER
AA CO. CIRCUIT COURT



1030

No. of additional Sheets presented: _____

General Electric Credit Corporation

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

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

STANDARD FORM - FORM UCC-3

516-238

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) Mid-Atlantic Toyota Distributors, Inc. P.O. Box 1030 Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) General Electric Credit Corporation of Tennessee American City Building 301 Columbia, MD 21044	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. Liber 462 pg. 103
 Filed with Circuit Court, Anne Arundel County Date Filed 5/25/83 1983

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

RECORD FEE 10.00
 POSTAGE .50
 #569050 0237 R02 T12:40
 07/25/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

No. of additional Sheets presented:

General Electric Credit Corporation

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

546 239

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

1. Debtor(s) (Last Name First) and address(es) Mid-Atlantic Toyota Distributors, Inc. P.O. Box 1030 Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) General Electric Credit Corporation of Tennessee American City Building 501 Columbia, MD 21044	For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing - - - - - Liber 465 pg. 429
Filed with Clerk of Circuit Court Date Filed 9/7/83 1983
Anne Arundel County

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

RECORD FEE 10.00
POSTAGE .50
#569060 CR37 R02 T12:40
09/25/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

No. of additional Sheets presented: _____

General Electric Credit Corporation

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

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

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

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) United Cable Video Entertainment, Inc. 5655 South Yosemite Street Suite 400 Englewood, CO 80111	2. Secured Party(ies) and address(es) Heller Financial, Inc.,* 200 North LaSalle Chicago, IL 60601 *Individually and as Agent	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIVED FILING #407100 0711 R03 115:27 10/03/89 B. LALL BLITZER AN CO. 071027 COURT
--	---	--

4. This statement refers to original Financing Statement bearing File No. 456390 546-43
Filed with Anne Arundel Counth, MD Date Filed September 14 1989

- 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. The Debtor's name is amended to: UI Video Stores, Inc.
 10005 MM 550910
 RETURN TO:

No. of additional Sheets presented: _____

United Cable Video Entertainment, Inc. Heller Financial, Inc., individually and
 as Agent
 By: Kenneth Warner By: James R. Roberts
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable) Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical STANDARD FORM - FORM UCC-3

546-241

Not Used

S/b Land

9-26-89

546 242

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278056

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. \$ 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 Matthews, Maurice L.
Address 7143 Wright Road Hanover, MD 21076

2. SECURED PARTY

Name Louis M. Matthews and Loren M. Matthews, Individually and as Co-Partners
Address 1681 Preakness Drive Gambrills, MD 21054
Orix 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)

RECORD FEE 13.00
POSTAGE .50

ASSIGNEE OF THE SECURED PARTY: ORIX
Orix Credit Alliance, Inc. 08/26/89
P.O. Box 1680 H. ERLE SCHAFER
500 DiGiulian Blvd. LA CO. CIRCUIT COURT
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

- 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)

Maurice L. Matthews
(Signature of Debtor)

Maurice L. Matthews
Type or Print Above Name on Above Line owner

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louis M. Matthews and Loren M. Matthews,
Individually and as Co-Partners

Louis M. Matthews
Loren M. Matthews
(Signature of Secured Party)

Louis M. Matthews + Loren M. Matthews
Type or Print Above Signature on Above Line owner

135.00

516 243

LOUIS M. MATTHEWS AND LOREN M. MATTHEWS CONDITIONAL SALE CONTRACT NOTE

TQ: M. Matthews, Individually and as Co-Partner FROM: Maurice L. Matthews
1831 Preakness Drive Gambrills, MD 21054 7143 Wright Road Hanover, MD 21076

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. Includes items like 'One (1) 1985 Western Star Model 4964-2 Dump Truck' and terms like '(1) TIME SALES PRICE \$ 51,245.64'.

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: 7143 Wright Road Hanover 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 Fifty one thousand two hundred forty five and 64/100 Dollars (\$ 51,245.64)

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.

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: September 20, 19 89 BUYER(S)-MAKER(S): Louis M. Matthews and Loren M. Matthews (SEAL) Maurice L. Matthews (SEAL)
Accepted: Individually and as Co-Partners (SEAL)
By: Loren M. Matthews (Witness as to Buyer's and Co-Maker's Signature)
By: Maurice L. Matthews (Print Name of Co-Buyer-Maker Here) (SEAL)

This instrument prepared by _____

3

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, at 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 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 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 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 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 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 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 DENY 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, AT THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER. NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser)

(I.S.)

(Guarantor-Endorser)

(I.S.)

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

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: September 20, 19 89

Louis M. Matthews and Loren M. Matthews,

(SEAL)

Signature
of
Seller

By: Loren M. Matthews

(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

278677

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)
Dyess, Tony
Glen Burnie Video
6634 Ritchie Hwy
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)
ZBS Industries Inc.
701 Beta Dr
Mayfield Village, OH 44143

For Filing Officer (Date, Time, Number, and Office)
RECORD FEE 11.00
POSTAGE .50
FILING OFFICE 203 110122
09-26-89
H. GLE SCHAFER

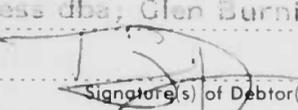
4 This financing statement covers the following types (or items) of property: (i) Debtor's inventory of pre-recorded video tapes and cover jackets; and (ii) all Proceeds, as defined herein, resulting from sale, disposition, or return of the property described in (i) above. "Proceeds" as used in this Agreement, shall be as defined under the Uniform Commercial Code adopted in the State of Maryland, including but not limited to, accounts receivable, contract rights, insurance proceeds, deposits, credit balances and reserve accounts, together with all additions, replacements, returns and/or accessions relating thereto.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional sheets presented: _____
 This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

Filed with: Secretary of State and Circuit Court Clerk

This instrument prepared by: Karen Train

Tony Dyess dba: Glen Burnie Video

By:  Signature(s) of Debtor(s)

ZBS Industries Inc.
By:  Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State

The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

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. 276828 recorded in Liber 539. Folio 431 on 4/6/89 at Anne Arundel County

1. DEBTOR(S) Credit Collection Bureau Corporation
 ADDRESS(ES) 700 Evelyn Avenue, Suite 200
Linthicum, Maryland 21090

2. SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION Lynn Amos
 ADDRESS, MAILSTOP 500270, Post Office Box 987, Baltimore, Maryland 21203



RECORD FEE 10.00
 POSTAGE .50
 MARYLAND STATE ARCHIVE 103 110:24
 APR 11 1989
 STATE ARCHIVE

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 \$45,000.00. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

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

8. Debtor name changed to: Receivables Management, Inc. *Corporation*
See Attached Schedule A for additional collateral.

DEBTOR(S): Receivables Management, Inc.
 BY: Harold J. Johnson, Jr., President (SEAL)
 BY: Christopher G. Wunder, Vice President (SEAL)

SECURED PARTY: Maryland National Bank
 BY: Beth Sherwood (SEAL)
Beth Sherwood, Commercial Banking Officer

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.

Mail To:
 Maryland National Bank
 Attn: ARBU
 1710 West Street
 Annapolis, Maryland 21403

207-126 REV 4-86

10, 2



MARYLAND NATIONAL BANK
We want you to grow.

278078

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 6825.00 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 A.A. County

5. Debtor(s) Name(s) Advance Machining Inc. Address(es) 3550 S. Hanover St
Baltimore, MD 21225



RECORD FEE 10.00
 RECORD TAX 45.00
 POSTAGE .30
 5-14-80 10:17 AM 11/24
 19 24 89
 R. W. LESLIE
 MARYLAND NATIONAL BANK

6. Secured Party Maryland National Bank Address 80 Mountain Rd
Attention: Richard F Bullis Glen Burnie, MD 21061

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

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

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

Advance Machining Inc.
 X Frank C Leslie (Seal)
Frank C Leslie, Pres.

Secured Party
Maryland National Bank
 _____ (Seal)

Richard F Bullis, Branch Officer
 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.

Handwritten signature/initials.

MARYLAND NATIONAL BANK

Glen Burnie, Maryland 21061
Sept. 12, 1989



546 248

SCHEDULE A

- 1 - Proto-1 Bridgeport 12x42
- 1 - Proto-Instl Installation & Calibration
- 1 - Proto-RSG Remote Stop/Go Control
Servo Amp Module
- 3 - M250C Sensor Encoders
- 1 - BR1TS Mounting Bracket - x+y axes
- 1 - BR1Z Mounting Bracket - z axes

Advance Machining Inc.

x Frank C Leslie Pres. 9-12-89
Frank C Leslie, Pres. Date

✓ David J Stella 9-12-89
David J Stella, V.P. Date

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 \$ 175,000. 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 Anne Arundel County



5. Debtor(s) Name(s) Reds Dove, Inc. Address(es) 2729 Solomons Island Road Edgewater, MD 21037

RECORDING FEE 11.00
RECORDING TAX 1225.00

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 Anne Arundel Review Unit
Post Office Box 987, Mailstop 500-270 Baltimore, Maryland 21203

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

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

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

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

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

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

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

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

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

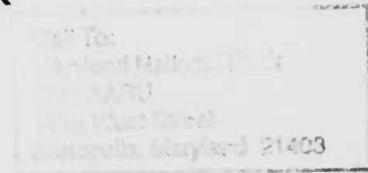
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A): (1) Liebherr Model R942HDSL crawler excavator S/N 4229 equipped with a 20'4" gooseneck boom; 13'1" stick; 30" triple grouser pads; backhoe bucket (1 1/8 cubic yards) and 5/36 extended warranty.

Debtor: Reds Dove, Inc.
By: James O. Steinberg, President (Seal)
By: _____ (Seal)
Type name and title, if any

Secured Party: Maryland National Bank
By: Jan H. Sheehan (Seal)
Assistant Vice President
Type name and title

MARYLAND NATIONAL BANK



11.
1225.50

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 17,450.56
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
R-Lumber Center, Inc.

Address
3125 Solomons Island Rd.
Edgewater, Md. 21037

Secured Party
Farmers National Bank of Md

Address
5 Church Circle., Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 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 1984 Toyota Forklift
Serial #13619

RECORD FEE 11.00
RECORD TAX 119.00
POSTAGE .50

#23762 0345 R01 T10451

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

SEPT 7 84

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)
R-Lumber Center, Inc.

By: David J. Temple

By: Donald G. Bloss

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

Type or print names under signatures

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

Termination Statement

The within Financing Statement is hereby terminated this 13th day of Sept, 1989.

Farmers National Bank
(Secured Party)

By: Donna J. [Signature]

RECEIVED FOR DEPOSIT
SUNDEY COUNTY CLERK
1984 SEP -7 AM 10:54
E. AUDREY COLLISON
CLERK

MULTIPLE
The Farmers National Bank
Attn: ASPLI
1713 West Street
Annapolis, Maryland 21403

RECORD FEE 10.00
POSTAGE .50
#23762 R03 230428
09 23/89

Mailed to Secured Party

W. PAUL SCHAFER
AM CO. 11:00
119.00
-82

546-251

459-22

246150

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax *68,000*
 Subject to Recordation Tax; Principal
Amount is \$ *32,000*

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

Name of Debtor
R-Lumber Center, Inc.

Address
3125 Solomons Island Rd.
Edgewater, MD 21037

Secured Party

Address

Assignee *XX*

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All accounts, inventory, and equipment now owned and hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts, inventory and equipment. All leasehold improvements now owned and all leasehold improvements hereafter made by Borrower.

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

RECORD FEE 11.00
RECORD TAX 224.00
POSTAGE .50
#05900 0040 R01 T10:08
FEB 10 83

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)

R-Lumber Center, Inc.
BY: *David J. Temple*
BY: *Donald G. Glass*

FARMERS NATIONAL BANK OF MARYLAND

BY: *Danna J. Stewart*

RECORD FEE 11.00
RECORD TAX 224.00
POSTAGE .50
#05900 0040 R01 T10:08
FEB 10 83

Type or print names under signatures

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

Farmers National Bank
1713 West Street
Annapolis, Maryland 21403

Termination Statement

The within Financing Statement is hereby terminated this *12* day of *September* 1989.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1983 FEB 10 AM 10:10

Farmers National Bank
(Secured Party)

By: *Danna J. Stewart*

110 224.50

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- To be Recorded in Land Records (For Fixtures Only).
- Subject to Recordation Tax; Principal Amount is \$ _____

Name of Debtor

Address

R-Lumber Center, Inc.

3125 Solomons Island Rd.
Edgewater, MD 21037

Secured Party

Address

Assignee

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All accounts, inventory, and equipment now owned and hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts, inventory and equipment. All leasehold improvements now owned and all leasehold improvements hereafter made by Borrower.
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)

R-Lumber Center, Inc.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY: *Ronald A. Plores*

BY: *David J. Temple*

BY: *Doris J. Kelly*

Type or print names under signatures

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

RECORDED FEE 10.00
 JUSTICE 1.00
 248188 0727-003 11:30
 07/28/89
 H. FILE NUMBER
 88 001 CIRCUIT COURT

Mail to:
 Maryland National Bank
 Attn: AARU
 1713 West Street
 Annapolis, Maryland 21403

Termination Statement

The within Financing Statement is hereby terminated this 12th day of September, 1989

Farmers National Bank
(Secured Party)

By: *Danna J. Stevens*

11/00
SD

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1983 JUL 19 PM 3:45

E. AUBREY COLLISON
CLERK

Debtor or Assignor Form

FINANCING STATEMENT

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

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

Name of Debtor

Address

R-Lumber Center, Inc.

3125 Old Solomons Island Road
Edgewater, MD 21037

Secured Party

Address

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):

All accounts, inventory, equipment and leasehold improvements now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, inventory, equipment and leasehold improvements.

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.

RECORDED APR 24 PM 12:38

RECORDING FEE 11.00
POSTAGE .50
APR 24 84

Debtor (or Assignor)

Secured Party (or Assignee)

R-Lumber Center, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: Donald G. Platt Pres

William B. Dye, C.P.

BY [Signature]

Type or print names under signatures

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

RECORDING FEE 11.00
POSTAGE .50
APR 24 1984

Termination Statement

The within Financing Statement is hereby terminated this 17th day of Sept 1989.

Farmers National Bank
(Secured Party)

By: Danna J. [Signature]

150

50

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 21,286.25

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

Name of Debtor
R. Lumber Company, Inc.

Address
645 Mayo Road
Edgewater, Maryland 21037

Secured Party
Farmers National Bank

Address
5 Church Circle
Annapolis, Maryland 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): 1986 Toyota Forklift serial #14845

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

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

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

1986 MAR -4 AM 10:22
E. AUGHEY COLLISON
CLERK

Debtor (or Assignor)

Donald G. Ploss
Donald G. Ploss

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

RECORD FEE 11.00
RECORD TAX 150.50
POSTAGE .50

#27334 D055 R01 T10:22
RECORD FEE MAR 4 86
POSTAGE .50

BY

B. J. Man

W. PAUL SUMNER
ANNO. CIRCUIT COURT

Type or print names under signatures

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

Termination Statement

The within Financing Statement is hereby terminated this 13 day of Sept, 1989

1100
15000
20

15K

Farmers National Bank
(Secured Party)

By: *Anna J. Stevan*

ANNO. CIRCUIT COURT
ANNAPOLIS, MARYLAND 21403

FINANCING STATEMENT

Debtor or Assignor Form

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
R Lumber Center, Inc.

Address
3125 Solomons Island Road
Edgewater, Maryland 21037

Secured Party
Farmers National Bank of Maryland

Address
5 Church Circle
Annapolis, Maryland 21401

Assignee

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

Attach separate list if necessary

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

KD Maniton Fork Lift
Model #1002TC
Serial #65939

RECORD FEE 11.00
RECORD TAX 280.00
POSTAGE .50
#18181 C040 R01 T15:19
JUL 15 85

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)
R Lumber Center, Inc.

Secured Party (or Assignee)

David J. Bupp Secy.
William B. D... V.P.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

RECORD FEE 11.00
POSTAGE .50
#18181 C040 R01 T15:19
JUL 15 85
T.M.
BY TITLE SUPERVISOR
AR 101 STREET COURT

BY *B. G. Mann*
B. G. MANN, J. P.

Type or print names under signatures

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

THE FARMERS NATIONAL BANK
1712 West Street
Annapolis, Maryland 21403

Termination Statement

The within Financing Statement is hereby terminated this 13th day of Sept, 1989.

Farmers National Bank
(Secured Party)

By: *Carma Stevens*

1985 JUL 15 PM 3:20

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00 280.00

546 FILE 256

499 FILE 223

202306

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 17,700.00

Name of Debtor R.Lumber Center, Inc. Address 645 Mayo Road
Edgewater, Maryland 21037

Secured Party Farmers National Bank of Maryland Address 5 Church Circle
Annapolis, Maryland 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 D35TLA5G00K Mostar | 9 B18 Speakers |
| 1 B665 Power Supply | 4 B346 Subfleets |
| 1 TDF6311 Antenna | 1 SMR Hook-up |
| 1 DSFSJ150-50 Ty | |
| 1 D541SW Connector | |
| 1 D541SP Connector | |
| 9 D45TLA5G00K Mostars | |

RECORD FEE 11.00
RECORD TAX 126.00
POSTAGE .50
#12173 0777 R01 115:47
JUN 18 86

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)
R Lumber Center, Inc.

Donald S. Ploss
Donald S. Ploss

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *B. S. Mauer*

Type or print names under signatures

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

Termination Statement

The within Financing Statement is hereby terminated this 12th day of Sept, 1989.

11-1-1246-50
105

Mailed to Secured Party
Farmers National Bank
(Secured Party)

By: *Donna J. Hoover*

RECORD FEE 11.00
POSTAGE .50
#12173 0777 R01 115:47
JUN 18 86
1986 JUN 18 PM 4:25
AUGUSTY COLLISON
CLERK

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 19,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
R Lumber Center, Inc.	645 Mayo Road Edgewater, Maryland 21037

<u>Secured Party</u>	<u>Address</u>
Farmers National Bank	5 Church Circle Annapolis, Maryland 21401

Assignee

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
1986 Toyota Fork Lift
serial #44604

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)
R Lumber Center, Inc.

David J. Temple
Ronald B. Pleas

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY *Bill Mann*

Type or print names under signatures

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

Mail To
Maryland National Bank
Attn: ARU
1713 West Street
Annapolis, Maryland 21403

Termination Statement

The within Financing Statement is hereby terminated this 12th day of Sept, 1989.

105

By: *Carra J. Hester*

Farmers National Bank
(Secured Party)

By: *Carra J. Hester*



1986 JUC-5 PM 2:36

RECORD FEE 10.00
POSTAGE .50
FARMERS NATIONAL BANK 110431
09-12-89
P. J. HESTER
ANAPOLIS, MARYLAND



Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$24,450.00

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

RECORD FEE 11.00
 RECORD TAX 169.00
 POSTAGE .50
 #20607 0345 P01 114:16
 JUN 25 89

Name of Debtor
 R. Lumber Center, Inc.

Address
 3125 Solomons Island Rd.
 Edgewater, Md. 21037

Secured Party
 Farmers National Bank of Md

Address
 5 Church Circle., Annapolis, Md. 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 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 1984 Coyota Fork Lift 03-3FD35
 Serial # 13463

- 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.

1984 JUN 25 PM 2:17
 CLERK COLLISON

Debtor (or Assignor) R LUMBER CENTER

Secured Party (or Assignee)

BY Daniel S. Temple

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY William B. Dwyer

BY

Type or print names under signatures

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

Farmers National Bank
 (Secured Party)

Mailed to: _____

By: Barbara J. Alway

Termination Statement

The within Financing Statement is hereby terminated this 12th day of Sept, 1989.

[Signature] 164

11.00
 105.00
 50

MAILED BY: WILLIAM B. DWYER
 Farmers National Bank
 1710 West Street
 Annapolis, Maryland 21403

271707

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

R-Lumber Center, Inc.

645 Mayo Road
Edgewater, MD 21037

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):

See attached.

RECORD FEE 11.00

POSTAGE .50

#061310 0140 R04 T14117

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

08/26/88

AH

- 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.

RECORD FEE 11.00

POSTAGE .50

#061310 0140 R04 T14117

08/26/88

AH

Debtor (or Assignor)

Secured Party (or Assignee)

R-Lumber Center, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

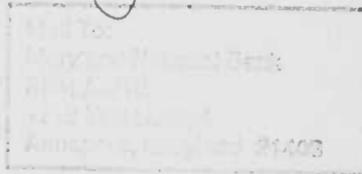
Donald P. Press
DONALD P. PRESS, PRES.

William B. Dyer
WILLIAM B. DYER, PRES.

BY *Ross J. Selby*

Type or print names under signatures

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



Termination Statement

The within Financing Statement is hereby terminated this 12th day of Sept 1989.

11.50
105

Farmers National Bank
(Secured Party)

By: *Lanana J. Stearns*

"All inventory now owned or hereafter acquired, including all goods held for sale, for lease, or to be furnished under contracts of service, and all goods being leased together with all leases and rental agreements pertaining thereto, and all goods being manufactured or processed for sale or for lease or for furnishing under contracts of service, including (without limitation) all raw materials, goods in process and finished goods, and all supplies to be used or consumed, or being used and consumed, in Debtor's business as now or hereafter conducted."

"All present and future accounts, contracts, contract rights, open accounts receivable, book debts, notes, general intangibles, drafts, acceptances, instruments, chattel paper, choses in action, returned goods, documents pertaining to collateral and all products and proceeds of, and all addition and accessions to any or all of the foregoing, now owned or hereafter acquired.

All present and future records now owned or hereafter acquired pertaining to the foregoing collateral including (without-limitation) all written and photographic matter, ledger sheets, files, tapes, discs, computer printouts, microfilm, microfiche, papers, documents, electronic records, and all other data including (without limitation) all data organized, created or compiled by or for electronic means of creation, maintenance or processing and all necessary information, and all right, title and interest of Debtor in all programming and software, required to utilize such data and such means of creation, maintenance or processing."

R-Lumber Center, Inc.

BY: Donald Blanton Pres

BY: William B. Dypiel v.p.

546 261

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)

Paine Webber Incorporated
25 Broad Street
New York, NY 10004

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

ITC Leasing Co.
1701 Golf Road, Tower 2
Rolling Meadows, IL 60008

3. Maturity date (if any):

For Filing Officer (Date, Time and Office)

RECORD FILE
POSTAGE
#441000 2 11 203 10:34
JAN 28 1988
FILING OFFICE
ANN ARUNDEL COUNTY

4. This statement refers to original Financing Statement bearing File No. 271412, bk 522, pg 343

Filed with Anne Arundel County, MD Date Filed 1-28-88 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.

To amend the Lessee's address to:

1382-01

1285 Avenue of the Americas
New York, NY 10019

No. of additional Sheets presented: 0

Paine Webber Incorporated

ITC Leasing Co.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1030

FINANCING STATEMENT FORM UCC-1

Identifying File

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

If transaction or transactions wholly or partially subject to 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

CASTLE FOOD PRODUCTS CORP.

Name

8375 PATUXENT RANGE ROAD, JESSUP, MD 20794

Address

2. SECURED PARTY

MAI BASIC FOUR, INC.

Name

P.O. BOX C-11921, SANTA ANA, CA. 92711

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)
(1) HD DSK, 347MB SCSI W/CONTR & CBL, 4TH SLOT, 4000 MFG. AND SOLD BY MAI BASIC FOUR, INC. PROCEEDS OF COLLATERAL ARE COVERED.
WA6107 CUST#030682001 SHPD 9/19/89

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)

Alice Slainas

(Signature of Debtor)

Type or Print Above Name on Above Line

CASTLE FOOD PRODUCTS CORP
ALICE SLAINAS, ATTORNEY IN FACT

Type or Print Above Signature on Above Line

John J. Rott

MAI BASIC FOUR of Secured Party J. ROTT MGR.
CREDIT & COLLECTIONS

Type or Print Above Signature on Above Line

11.00

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)
NOWLIN
714 TIMBER TREE PLAC
CROWNSVILLE
274585714 AA

2 SECURED PARTY(IES) and ADDRESS(ES)
JOHN DEERE COMPANY
P. O. BOX 65048
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

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

4 This statement refers to original Financing Statement bearing File No. _____
Filed with ANNE ARUNDEL MD Date Filed 21 APR 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 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 203EP89

TO
CLERK OF CIRCUIT COURT
3 JLC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD 21403

JOHN DEERE COMPANY

By D. J. Walters Director, Installment Finance For
Signature(s) of Secured Party(ies)

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

STATEMENTS 3

By _____
Signature(s) of Debtor(s) (Necessary only if item 6 is applicable)

STANDARD FORM - FORM UCC-3

~~X~~ FILING OFFICER COPY - ALPHABETICAL
10.88

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

SEPTEMBER 20, 19 89

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 249232 Dated SEPT. 30, 1983

in the Office of ANNA ARUNDEL COUNTY, STATE OF MARYLAND
(County/City and State)

DEBTOR OR DEBTORS (name and address):

Name: JAMES G. BLAIR AND RUTHANNE BLAIR

Address: 137 PORTER DRIVE

ANNAPOLIS, MD 21401

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

Assistant Treasurer
(Title)

105



278007

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

DEBTOR

Mary and Associates, Inc.

(Name)

1825 George Avenue

(Address)

Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn June R. Hornick

(Name of Loan Officer)

25 S. Charles Street Banc 121-011

(Address)

Baltimore, Maryland 21201

~~CONFIDENTIAL~~

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

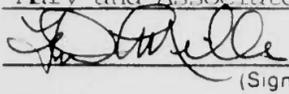
Record Owner, if different from the Debtor: _____

3. Product 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)

Mary and Associates, Inc. (Seal)

 (Seal)

(Signature)

Fred L. Miller, President

(Print or Type Name)

SECURED PARTY (OR ASSIGNEE)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

RECORD FEE CK 11.00

POSTAGE 1.00

#454776 2/17/83 11:11 AM

JAN 26 1983

175

279053

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 10,575.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Gable Signs & Graphics, Inc.

(Name)

7948 Fort Smallwood Road

(Address)

Baltimore, Maryland 21226

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Nicholas P. 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)

Erico Stud Welding System PW 800 Univ. 25' #1 CBLS & "Y" GNDS #1 No. 053303

Maxtrac Mobile Base with Scan s/n HPN1007A

Antenna and 40' Tx line

RECORD FEE 11.00
 RECORD TAX 32.00
 POSTAGE 7.00
 #454780 C. N. P. S. 111-80
 07/20/83
 CK H. GALE SIGNER
 AB CL. 100001 08/07

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

Record Owner, if different from the Debtor: _____

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

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

Paul P. Gable
(Seal)

Paul P. Gable, President
(Seal)

Gable Signs & Graphics, Inc.
(Signature)

(Print or Type Name)

11/17/80

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 517
4447
Identification No. 269621

Page No. 246
704
Dated September 3, 1987

1. Debtor Art and George Lewis
Name or Names - Print or Type
978 Mount Holly Drive, Annapolis, A.A., Maryland 21401
Address - Street No. City-County State Zip Code

2. Secured Party Coastal Heating & Air Conditioning Co., Inc.
Name or Names
25 Hudson Street, Annapolis, A.A., Maryland 21401
Address - Street No. City-County State Zip Code

3. Maturity Date (if any) N/A

RECORD FEE 10.00
POSTAGE .50
H570470 0237 R02 113:55
09/26/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

4. Check Applicable Statement:

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

Date: September 13, 1989

Coastal Heating & Air Conditioning Co., Inc.
Name of Secured Party

By: Glenn A. Corklin
Signature of Secured Party
Glenn Corklin

President
Type or Print (Include Title if Company)

10 00

546 288

040051

278059

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax To be Recorded in Land Records (For Fixtures Only).
 Subject to Recordation Tax; Principal
 Amount is \$ 30,000.00

Name of Debtor

Ferguson Trenching Co., Inc.

Address

123 Revell Highway
Annapolis, Md. 21401

SECURED PARTY

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

Attach separate list if necessary

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

Case 580k Loader/Backhoe
SN JJG0015007

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

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

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

Debtor (or Assignor)

Secured Party (or Assignee)

Ferguson Trenching Co., Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY:

Stanley R. Ferguson

BY:

[Signature]

Type or print names under signatures

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



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)

Spar Associates, Inc.
927 West Street
Annapolis, MD 21401

Bay National Bank
2661 Riva Road, Bldg. 700
Annapolis, MD 21401

RECORD FEE \$1.00
POSTAGE .50
8463040 0077 ROS 711149
19/27/89

4. This statement refers to original Financing Statement bearing File No. 277438

Filed with Anne Arundel County Date Filed May 25, 19 89

H. WENDE SCHAFER

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

No. of additional Sheets presented:

Bay National Bank

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

By: Joseph L. Schmitt
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

546 270

FINANCING STATEMENT

278660

CORMAN CONSTRUCTION, INC.

NAME OR NAMES - Print or Type

12001 Guilford Rd. Annapolis Junction, City of 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) Dynapac Model CA25 Smooth Drum Roller, S/N 599306

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)

[Signature]
Signature of Debtor

CORMAN CONSTRUCTION, INC.

Type or Print

Signature of Debtor

Type or Print

MID-ATLANTIC EQUIPMENT COMPANY

Company, if applicable

[Signature]
Signature of Secured Party

TOM HAYD CREDIT MANAGER
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

ITSU

TO BE
XX NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
XX NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

546 271

FINANCING STATEMENT 270001

CORMAN CONSTRUCTION, INC.
NAME OR NAMES - Print or Type

12001 Guilford Rd. Annapolis Junction, City Of 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) New John Deere Model 450G Dozer with Turbocharged Engine, Foot Pedal Steering, Standard Track, Dual Batteries, ROPS, 96" All Hydraulic Blade, Reverse Warning Alarm, Master Electrical Disconnect, Ether Start Aid, Worklights, Front Tow Hook and Drawbar, Serial No. 761838

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.

RECORDING TAX 11.00
POSTAGE .50
\$11.50 CASH AUG 11 1985
09/27/85
CK H. ERLE SCHAFER
AP (C) (COURT) COURT

DEBTOR(S):

X *[Signature]*
Signature of Debtor

CORMAN CONSTRUCTION, INC.
Type or Print

Signature of Debtor

Type or Print

MID-ATLANTIC EQUIPMENT COMPANY
Company, if applicable

Tom Lloyd
Signature of Secured Party

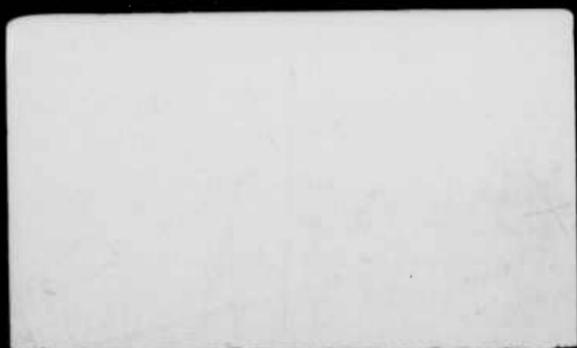
TOM LLOYD CREDIT MANAGER
Type or Print (Include Title if Co.)

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

11.50



FINANCING STATEMENT—MARYLAND

File No. _____

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

1. The name and address of the Debtor is: C. Daniel Robinson
Donna L. Robinson
312 Severn Avenue, E-200
Annapolis, Maryland 21403

2. The name and address of the Secured Party (or Assignee) is:
Fairfax Bank & Trust Co.
P.O. Box 1087
Fairfax, Virginia 22030

3. The maturity date of the obligation (if any) is: _____

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

1988 Chris Craft 412 Amerisport
42 foot boat
Serial # CCHEV101G788

RECORD FEE 12.00
POSTAGE .50
FILING UNIT 111-53
09/27/89
GK
H. PAUL SCHAFFER
AN CO. CLERK COURT

5. Check the lines which apply if any, and supply the information indicated:

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

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

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81,
section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the
debt initially incurred is \$ _____

Debtor(s):

[Signature]
C. Daniel Robinson
[Signature]
Donna L. Robinson

Secured Party:

Fairfax Bank & Trust Company

[Signature]
By _____

(AUTHORIZED SIGNATURE)
Steven R. Wilson
Senior Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

2/80

RBR 9

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(S)
Polyansky, Thomas
PO Box 31
Crownsville, Md 21032

2. SECURED PARTY
FORD MOTOR CREDIT COMPANY
P. O. BOX 30476
10710 MIDLOTHIAN TPKE., SUITE 306
RICHMOND, VIRGINIA 23235

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

Book 513 Page 23

267992 Dated: Jun 11, 87

3. This statement refers to original Financing Statement No. _____ Dated: _____

<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. Termination. <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
---	--	--	--

RECORD FEE 20.00
POSTAGE .50
44-6070 CPTT R03 11451
06/27/87
H. ERLE SCHAFER
46th DIST. CIRCUIT COURT

4. This transaction is exempt from the Recording Tax.

Filed with: Arve Arundel

Dated: Sept 8, 1987

By: Ford Motor Credit
Tom Bryant

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

1032

FINANCING STATEMENT

278663

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

GEORGE A. JONES, INC. T/A Mail Boxes ETC. USA
6720 F. Governor Ritchie Highway
Glen Burnie, Anne Arundel Co., Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION, an Agency of the U. S. Government
Equitable Building, 3rd Floor
10 N. Calvert Street
Baltimore, Maryland 21202

3. This Financing Statement covers all:

Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc. and proceeds.

Inventory, raw materials, etc., including after acquired and proceeds.

Accounts, including after acquired and proceeds.

Contract rights, including after acquired and proceeds.

Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____.

5. This transaction is XX, is not _____ exempt from the recordation tax. Principal amount of the Debt is \$ 68,300.00.

DEBTOR:

G. A. JONES, INC. T/A Mail Boxes ETC. USA

ATTEST: *Robert Jones*

BY: *George A. Jones* (SEAL)
George A. Jones, President

AFTER RECORDATION RETURN TO:

SMALL BUSINESS ADMINISTRATION
Equitable Building, 3rd Floor
10 N. Calvert Street
Baltimore, Maryland 21202

12.50

RECORD FEE 12.00
POSTAGE 0.50
RECORDED BY 103 11-50
09-27-89
COURT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 27005

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 Baldwin Service Center, Inc.
Address Defense Hwy. 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

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

RECORD FEE CK 17.00
POSTAGE .50
FILED 02/17/89
CLERK OF COURT
H. ERLE SCHAFER
COURT HOUSE

Person And Address To Whom Statement Is To Be Returned 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."

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)

Rhoda L. Baldwin, Chem
(Signature of Debtor)
Rhoda L. Baldwin Chem
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

FIRST INTERSTATE CREDIT ALLIANCE, INC.
770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 6th day of September, 1989 by and between
Baldwin Service Center, Inc., having its principal place of business at
Defense Hwy. 450 & 178 Annapolis, MD 21401

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 Mortgagee 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 agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

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

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

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

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

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

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

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

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

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

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

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

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

ATTEST:

Baldwin Service Center, Inc. (Seal)
Mortgagor

By Rhoda L. Baldwin, Chron (Title)

Secretary

STATE OF Maryland
COUNTY OF Anne Arundel

} ss

Rhoda L. Baldwin being duly sworn, deposes and says

- 1 He is the President of Baldwin Service Center, Inc.
- 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 _____

Rhoda L. Baldwin

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 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 _____ Baldwin Service Center, 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. 87-77)

SCHEDULE "A"

546 PAGE 279

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated September 6, 19 89 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Benati Crawler Loader	716	716164
<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:

Baldwin Service Center, Inc.

By: Richard L. Baldwin, Chmn.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 546 280

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 270006

If transaction or transactions wholly or partially subject to 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 PACEWAY CONVENIENCE STORES, INC.

Address 33 HUDSON STREET, ANNAPOLIS, MARYLAND 21403

2. SECURED PARTY

Name JAMES MADISON FINANCIAL CORPORATION

Address 1730 M STREET, N.W., WASHINGTON, D.C. 20036

RECORD FEE 11.00
#466010 0777 R03 T11#45
10/27/89
H. ERLE SCHAFER
CIRCUIT COURT

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

3. Maturity date of obligation (if any) _____

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

- ONE (1) FUJITSU ACT 1000 A.T.M.
- ONE (1) SIGNAGE

Name and address of Assignee

LESSEE IS NOT AUTHORIZED TO DISPOSE OF LEASED EQUIPMENT. THIS IS A CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX. LEASE #8903-073-3

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PACEWAY CONVENIENCE STORES, INC.

J. Kent McNew
(Signature of Debtor)

J. Kent McNew, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JAMES MADISON FINANCIAL CORPORATION

George L. Beck
(Signature of Secured Party)

GEORGE L. BECK

Type or Print Above Signature on Above Line

11-

PARTIES

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

SWANSON GREGORY S.
WAYSONS MOBILE COURT LOT 54
LOTHIAN MD 20711

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

HINK JEANA B.
WAYSONS MOBILE COURT LOT 54
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:

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:

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, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

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

EASY LIVING, INC
[Signature]

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

546 281

278007

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)

RECORD FEE 10.00
#465990 0777 R03 111445
09/27/89

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): 6

Optional Special Identification (Max. 10 characters): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:

1986 CONNOR 4dr gm.
SERIAL # 10123 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO...
14 X 12 gm.

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):
SWANSON GREGORY S. [Signature]
HINK JEANA B. [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
Registre, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

12

PARTIES

Debtor name (last name first if individual) and mailing address:
SMITH RACHEL M.
244 SHEILA K COURT
SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:
244 SHEILA K COURT
SEVERN MD 21144

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

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 Inwie 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): 27868
Date, Time, Filing Office (stamped by filing officer):
RECORD FEE 11.00
#48300 0777 R03 11144
09/27/89
CK H. ERLE SCHAFER 5
AN CO. CIRCUIT COURT

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 BURLINGTON 14 X 70
SERIAL # 4357 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):
SMITH RACHEL M. *Rachel M. Smith by Judith P. McLelland PCA*
1
1a
1b

RETURN RECEIPT TO:

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

12

PARTIES

Debtor name (last name first if individual) and mailing address:
 Baldwin Line Construction of Maryland, Inc.
 6121, Rt. 322
 Narvon, Pa. 17555

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:

Blue Ball National Bank
 PO Box 580
 Blue Ball, Pa. 17506

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)

STANDARD FORM — FORM UCC 1 (12/88)
 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)

278669

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

RECORD FEE 11.00
 POSTAGE .50
 #465940 0777 R03 111:38
 09/28/89

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, as amended with the (check applicable box)

- Secretary of the Commonwealth, Maryland
- 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:

1985 Pontiac Sch., Serial #1G2BL6925FX232540
 1981 International Truck with Dump Body Serial #1HTAA1858EHB20632
 1981 International Truck with Boom & Utility Body -
 Serial #1HTAA1851EHB14591
 1989 Richmond Road Auger with Attachment, Model 16K, Serial #16K1389
 1988 Eager Beaver 9 Ton Trailer, Serial #11200D303JS090367

(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)

Baldwin Line Construction of Maryland, Inc.
 1 *[Signature]*
 Barry J. Baldwin - Pres.

1a

1b

RETURN RECEIPT TO:

Blue Ball National Bank
 Attn: Collateral Control Department
 PO Box 580
 Blue Ball, Pa. 17506

12

1150 FILING OFFICE ORIGINAL

NOTE — This page will not be returned by the Department of State.

278070

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal
Amount is \$ 9,800.00
- To Be Recorded in Land Records (For Fixtures Only).

NAME ADDRESS

1. Debtors(s) (or assignor(s)) No. Street City State

Robert E. Rider 700 Holly Drive Annapolis, MD 21401

2. Secured Party (or assignee)
 SOVRAN BANK / MARYLAND 12125 Veirs Mill Road, Silver Spring, MD 20906

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

1987 Johnson 225 Outboard Boat Motor
Serial # 7461553

RECORD FEE 11.00
 RECORD TAX 70.00
 #465920 0777 003 111:37
 09/27/89
 GK H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
 - (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: _____
- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 - (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK / MARYLAND

Debtor(s) or Assignor(s): Robert E. Rider

By: M. David Waite

Type Name M. David Waite

Title Vice President

Type or Print Name and Title of Each Signature

11/70

546 285

MARYLAND FINANCING STATEMENT

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

278071

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

1. LESSEE John L. Freitag T/A John's Body Shop
(Name or Names)
70 Old Annapolis Road, N. Linthicum, Maryland 21090
(Address)

LESSEE
(Name or Names) BFED 670
(Address)

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

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.
Of LESSOR (Name or Names)
P.O. Box 116 Baltimore, Maryland 21203
(Address)

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

One-Used Guy Chart Frame Machine, Drive on Rack

RECORD FEE 12.00
POSTAGE .50
#465890 0777 R03 T11+35
07/27/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

LESSEE LESSOR
John L. Freitag T/A CHESAPEAKE INDUSTRIAL LEASING CO., INC.
John's Body Shop

By: John L. Freitag, Sr. (Title) By: Brian G. Connelly (Title) Manager
John L. Freitag, Sr. Brian G. Connelly
(Type or print name of person signing) (Type or print name of person signing)

By: (Title) Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234
(Type or print name of person signing)

1250





Financing Statement

(XXXXXXXXXX - Termination - XXXXXXXXX - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX)

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 522 Folio 137 File # 271292
 Financing Statement }

Recorded at Anne Arundel County Date of Financing Statement 01/12/88

Name Address
1. Debtor(s) (or assignor[s]) No. Street City State
J.P.Fuller, Inc. 1812 South Crain Highway Glen Burnie, Maryland 21061

2. Secured Party
Sovran Bank/Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817

RECORD FEE 10.00
POSTAGE .30
#461800 0777 803 10124
09/27/88

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.
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)

Secured Party:
Sovran Bank/Maryland

By: Betty L. Talbott

Betty L. Talbott (Type Name)

Commercial Loan Operations Officer (Title)

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

BR-77

10-50

278073

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) METHUSELAH PUMPHREY 4966 SANDS RD. LOTHIAN, MD. 20711	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT COMPANY PO BOX 36387 RICHMOND, VA 23235
---	--

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

3. This Financing Statement covers the following types (or items) of personal property:
1989 New BEFCO 7 1/2' MOWER. SN# 119185

RECORDING FEE 11.00
 POSTAGE 2.00
 #450790 CITY-WEB TEL#33
 09/20/89
 CK H. LYLE WEAVER
 AA CO. CLERK COURT

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Methuselah Pumphrey
(SIGNATURE OF DEBTOR)

FORD MOTOR CREDIT COMPANY
(NAME OF SECURED PARTY)

METHUSELAH PUMPHREY
(SIGNATURE OF DEBTOR)

BY: [Signature]

11/50

278074

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 ~~\$21,606.75~~ 34,794.75. 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): Eastern Petroleum Corp. Address(es): 33 Hudson Street
Annapolis, Maryland 21401

RECORD FEE 11.00

5a. (Required for farm products) Debtor's Social Security or IRS tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department Collateral Unit
1713 West Street
Annapolis, Maryland 21403
 Attention: Lisa Edwards

RECORD TAX 154.00
 POSTAGE .50
 #468710 0777 R03 710430
 08/27/99
 AA CO. CIRCUIT COURT

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 - 2,000 gallon Buffhide Tank 64" dia. by 12'1" lg. (@\$1,819.00); 3 - 10,000 gallon 96" dia. by 26'10" gl. (@\$6,052.00).

Debtor: EASTERN PETROLEUM CORP.

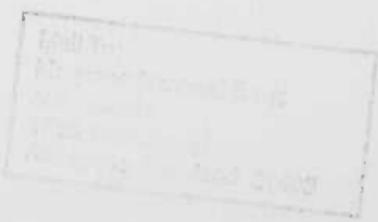
By: J. Kent McNew, President (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank

By: Jan H. Sheehan, Asst. Vice President (Seal)
 Type name and title

MARYLAND NATIONAL BANK

1154.00



CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

TO: Clerk of the Court of Anne Arundel County
 RE: Eastern Petroleum Corporation
 Date: September 21, 1989

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 \$ 13,188.00
2. Value non-exempt Collateral \$ 21,606.75
3. Value of Total Collateral \$ 34,794.75
4. Computation of Amount of Debt Exempt from Recordation Tax:

Value of Exempt Collateral	x	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
<u>\$ 13,188.00</u>		<u>\$ 34,794.75</u>		<u>\$ 13,188.00</u>
\$ 34,794.75				

5. Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
<u>\$ 34,794.75</u>		<u>\$ 13,188.00</u>		<u>\$ 21,606.75</u>

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	x	Tax Rate Per \$1,000	=	Recordation Tax Due
<u>\$ 21,606.75**</u>		<u>\$ 7.00</u>		<u>\$ 154.00</u>

**Figure needs to be rounded up to the nearest \$500, tax based upon \$22K.

By: Lisa Edwards
 Lisa Edwards
 Document Coordinator

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 253,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Red's Dove, Inc.

Address

2729 Solomons Island Rd.
Edgewater, Md. 21037

Secured Party

Farmers National Bank

Address

5 Church Circle
Annapolis, Md. 21404

Assignee

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

Attach separate list if necessary

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

966 D Rubber Tired Loader #94x5313
 D8K Bulldozer #77V13042
 Case Backhoe 580E #P.I.N. *17031336*

RECORD FEE 11.00
 RECORD FEE 1771.00
 POSTAGE .50
 SEP 8 1989

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)

Red's Dove, Inc.

[Handwritten Signature]

Secured Party (or Assignee)

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY

[Handwritten Signature]

Type or print names under signatures

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

RECORD FEE 1.00
 RECORD FEE 9.00
 POSTAGE .50
 #465680 CTTT R03 110428
 Mailed to 09/21/89
 H. PAUL SCHAFER
 AA CO. CIRCUIT COURT

Termination Statement

The within Financing Statement is hereby terminated this 15th day of September, 1989.

Farmers National Bank (Secured Party)

By: *[Handwritten Signature]*

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1986 SEP -8 AM 11:57

E. AUBREY COLLISON
CLERK

105-

207313

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 118,335.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Red's Dove, Inc.

2729 Solomons Island Road
Edgewater, Maryland 21037

Secured Party

Address

Farmers National Bank

5 Church Circle
Annapolis, Maryland 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):

1987 JSW model BH1403 Excavator
S/N #Z20011

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)

James O. Dwyer, Jr.

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND



RECORD FEE 10.00
POSTAGE .50
#465670 0777 ROB T10:28
09/27/89
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

BY

B.A. Moore

Type or print names under signatures

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

Termination Statement

The within Financing Statement is hereby Terminated this 15th day of September, 1989.

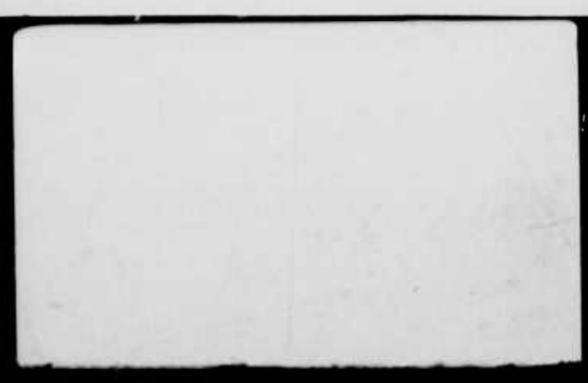
Farmers National Bank
(Secured Party)

By:

Anna J. Stevens

1556
529.50
50

Mailed to Secured Party



AA Co 9/29/89

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name 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 3/17/89, Schedule # 05, dated 7/31/89 between Assignor as Lessor and LEASE ACCOUNT # 984220 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 9/22/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, AVP
(Signature of Secured Party)

Stephen B. Bradley AVP
Type or Print Above Name on Above Line

Filed in the State of MD

//

Equipment location:
STV ENGINEERS, INC.
21 Governors Court
Baltimore, MD 21207

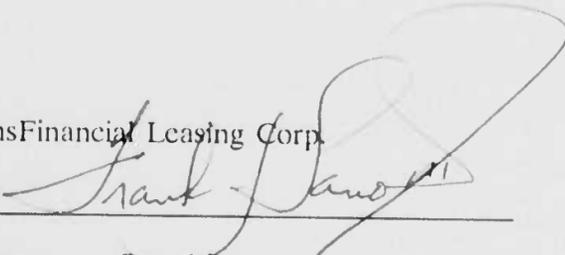
Schedule 05

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Xerox 4045-150a laser printer with serial/parallel interface to be connected to a Prime supermini computer.
(1) One	COMPAQ 286E 12MHz PC with 40MB hard disk (29ms); DOS 3.3; VGA built-in graphics card; one MB of RAM; 1.2 MB floppy; Logitech c-7 serial mouse; Compaq VGA color monitor.

TransFinancial Leasing Corp.

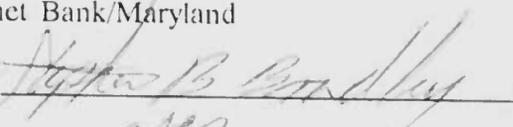
BY:



TITLE: President

Signet Bank/Maryland

BY:



TITLE: AVP

546 294

278301

AA CO. 9/29/89

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name 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 3/17/89, Schedule # 06, dated 7/31/89 between Assignor as Lessor and LEASE ACCOUNT # 984220 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 9/22/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Saffo
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, AYP
(Signature of Secured Party)

Stephen B. Bradley AYP
Type or Print Above Name on Above Line

Filed in the State of MD

11

Equipment location:
STV ENGINEERS, INC.
11 Robinson Street
Pottstown, PA 19464

Schedule 06

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(2) Two	COMPAQ 286E 12MHz PC with 40MB hard disk (29ms); DOS 3.3; VGA built-in graphics card; one MB of RAM; 1.2 MB floppy; Logitech e-7 serial mouse; Compaq VGA color monitor.
(5) Five	80287/10 math coprocessor Compaq 286E

TransFinancial Leasing Corp.

BY: *Frank J. [Signature]*

TITLE: President

Signet Bank/Maryland

BY: *Stephen B. Bradley*

TITLE: *AVP*

270002

ARCO 9/29/89

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name 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.

TW

3. Maturity date of obligation (if any) _____

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

To secure assignment to Signet Bank/MD of certain lease payments under certain True Lease Assignment dated 3/17/89, Schedule # 07, dated 7/31/89 between Assignor as Lessor and LEASE ACCOUNT # 984220 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 9/22/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, AVP
(Signature of Secured Party)

Stephen B. Bradley AVP
Type or Print Above Name on Above Line

Filed in Anne Arundel County

//

Equipment location:
STV ENGINEERS, INC.
7900 Westpark Drive
McLean, VA 22102

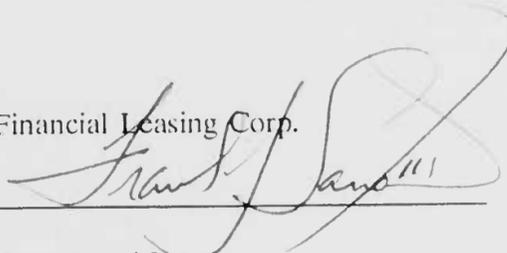
Schedule 07

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
(1) One	Xerox 4045-150a laser printer with serial/parallel interface to be connected to a Prime supermini computer.
(2) Two	COMPAQ 286E 12MHz PC with 40MB hard disk (29ms); DOS 3.3; VGA built-in graphics card; one MB of RAM; 1.2 MB floppy; Logitech e-7 serial mouse; Compaq VGA color monitor.

TransFinancial Leasing Corp.

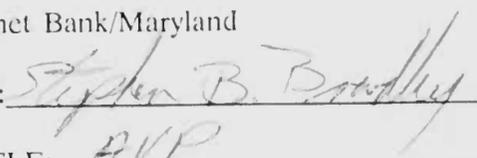
BY:



TITLE: President

Signet Bank/Maryland

BY:



TITLE: AVP

546 298

278803

AP Co. 9/29/89

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TransFinancial Leasing Corp.

Address The Steffey Bldg., Ste. 200-B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name 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 3/17/89, Schedule # 04, dated 7/17/89 between Assignor as Lessor and LEASE ACCOUNT # 984220 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 9/22/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarfo, III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, AVP
(Signature of Secured Party)

Stephen B. Bradley AVP
Type or Print Above Name on Above Line

Filed in the State of MD

11

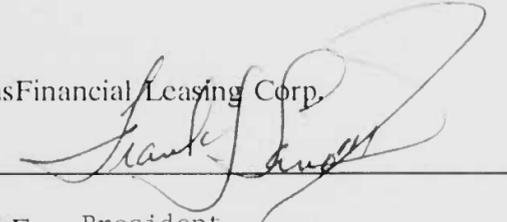
Equipment location:
 STV ENGINEERS, INC.
 230 Congress Street
 Boston, MA 02110

Schedule 04

EQUIPMENT LIST

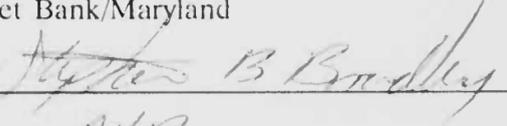
<u>Quantity</u>	<u>Description</u>
(1) One	Xerox 4045-150a laser printer with serial/parallel interface to be connected to a Prime supermini computer.
(2) Two	COMPAQ 286E 12MHz PC with 40MB hard disk (29ms); DOS 3.3; VGA built-in graphics card; one MB of RAM; 1.2 MB floppy; Logitech e-7 serial mouse; Compaq VGA color monitor.
(2) Two	NEC POWERMATE 386/20
(2) Two	SEAGATE 80 MB Hard Disk
(2) Two	INTEL 80387/20 Math Coprocessor
(2) Two	ARTIST XJ10 Graphics
(2) Two	MITSUBISHI 6605 (16") monitor
(2) Two	VEGA Monochrome Graphics card
(2) Two	AMDEK 310-A Amber Monochrome Monitor
(2) Two	Summagraphics MM-1201 12" x 12" digitizing tablet with 4 button cursor
(2) Two	AutoCAD Release 10 with ADE-3
(1) One	AutoCAD AEC Mechanical
(2) Two	1.44 MB Floppy drive (3-1/2")
(2) Two	MB of RAM
(2) Two	DATASHIELD Model 85
(4) Four	A1 Adapters

TransFinancial Leasing Corp.

BY: 

TITLE: President

Signet Bank/Maryland

BY: 

TITLE: AVP

546 300

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3: Maturity date (if any) For Filing Officer (Date, Time, and Filing Office)

1 Debtor(s) (Last Name First) and address(es) DHL Airways, Inc. 333 Twin Dolphin Drive Redwood City, CA 94065
2 Secured Party(ies) and address(es) Citibank, N.A. and Citicorp Industrial Credit, Inc. (See item 10 for addresses)

RECEIVED FEE 1.00
NOTICE
FEBRUARY 10 1987
ANNE ARUNDEL COUNTY
COURT

4 This statement refers to original Financing Statement bearing File No. 266058
Filed with Anne Arundel County, MD Date Filed Feb. 10 1987

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

10. Addresses of secured parties:

Citibank, N.A.
450 Mamaroneck Avenue
Harrison, N.Y. 10528
Citicorp Industrial Credit, Inc.
725 South Figueroa Street
Los Angeles, California 90017

Citicorp North America, Inc.
(formerly known as Citicorp Industrial Credit, Inc.)

By: [Signature]
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

DHL Airways, Inc.
By: [Signature]
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

Citibank, N.A.
By: [Signature]
Signature(s) of Secured Parties

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)
DHL Corporation
333 Twin Dolphin Drive
Redwood City, CA 94065

2. Secured Party(ies) and address(es)
Citibank, N.A. and
Citicorp Industrial Credit,
Inc.
(See item 10 for addresses)

Fee Filing Officer (Date, Time and Filing Office)

RECEIVED
FEBRUARY 10 1987
ANNE ARUNDEL COUNTY
COURT

4. This statement refers to original Financing Statement bearing File No. 266059
Filed with Anne Arundel County, MD Date Filed Feb. 10 1987

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

10. Addresses of secured parties:

Citibank, N.A.
450 Mamaroneck Avenue
Harrison, N.Y. 10528
Citicorp Industrial Credit, Inc.
725 South Figueroa Street
Los Angeles, California 90017

Citicorp North America, Inc.
(formerly known as Citicorp
Industrial Credit, Inc.)

By: [Signature]
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

DHL Corporation
By: [Signature]
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Citibank, N.A.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Office Code - Alphabetical

STANDARD FORM - FORM UCC-3
1080

1430 302

278632

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 9/19/

1 Debtor(s) (Last Name First) and address(es)
FOOD-A-RAMA-G.U., INC.
D/B/A BASICS FOOD CENTER
670 Old Mill and Route 3
Millersville, MD 21108

2 Secured Party(ies) and address(es)
MARYLAND NATIONAL BANK (as agent)
Suite 260
2330 West Joppa Road
Lutherville, MD 21093

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



* 4 This financing statement covers the following types (or items) of property
See Exhibit "A" attached hereto.

RECORD FEE 14.00
POSTAGE .50

5 Assignee(s) of Secured Party and Address(es)
H. L. SCHAEFER
AA CO. - CIRCUIT COURT

*Debtor has more than one (1) location within the state. Therefore, recordation tax has been paid to State of Maryland.

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:

FOOD-A-RAMA-G.U., INC.

MARYLAND NATIONAL BANK

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

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

(1) Filing Officer Copy - Alphabetical 1430 STANDARD FORM - FORM UCC-1.

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all acccessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorizations and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all renewals, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546-305

270653

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)
Foodarama Group, Inc. D/B/A
BASICS FOOD CENTER
6439 Old Annapolis Road
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)
Maryland National Bank (as Agent)
Suite 260, 2330 West Joppa
Road
Lutherville, MD 21093

3 Maturity date (if any) 9/19/96
For Filing Officer (Date, Time, Number, and Filing Office)



RECORD FEE 14.00
POSTAGE .50
#466450 0777 R03 T10:09
09/28/89

4 This financing statement covers the following types (or items) of property
See Exhibit "A" attached hereto

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to the State of Maryland.

5 Assignee(s) of Collateral Address(es)
H. EARLE SCHAFER
CO. CLERK COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected
Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Foodarama Group, Inc., D/B/A BASICS FOOD CENTER Maryland National Bank
By: [Signature] Sec. By: [Signature]
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 14-50 STANDARD FORM - FORM UCC-1.

546 306

VCC-1

FORM "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademark, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, patents, and shipping materials and other tangible or intangible personal property owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546 308

278661

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) FOOD-A-RAMA-G.U., INC. D/B/A BASICS FOOD CENTER 1649 Crofton Square Crofton, MD 21114 *		2. Secured Party(ies) and address(es) MARYLAND NATIONAL BANK (as agent) Suite 260 2330 West Joppa Road Lutherville, MD 21093	3. Maturity date (if any): 9/19/96 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 14.00 POSTAGE .50 #466460 0777 R03 T10:10 09/28/99 H. ERLE SCHAFER AT CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property: See Exhibit "A" attached hereto.			5. Assignee(s) of Secured Party and Address(es)

*Debtor has more than one (1) location within the state.
Therefore, recordation tax has been paid to State of Maryland.

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 Proceeds of Collateral are also covered No. of additional Sheets attached:

FOOD-A-RAMA-G.U., INC. MARYLAND NATIONAL BANK

By: *[Signature]* Sec. By: *[Signature]* VP
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

14.50 STANDARD FORM - FORM UCC-1.

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all renewals, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

(4) The term "Inventory", as used herein, shall also include all of the debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts or services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

Infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

546 311

079095

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 9/19/96

1. Debtor(s) (Last Name First) and address(es)
Foodarama, Inc. D/B/A
BASICS FOOD CENTER
5602 Ritchie Highway
Glen Burnie, MD 21225

2. Secured Party(ies) and address(es)
Maryland National Bank (as Agent)
Suite 260, 2330 West Joppa
Road
Lutherville, MD 21093

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



RECORD FEE 14.00
POSTAGE .50
#466470 0777 R03 T10:16
09/28/89

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

See Exhibit "A" attached hereto

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to the State of Maryland.

5. Assignee(s) of the Secured Party
Address: H. STALE SCHAFER
BA CO. CIRCUIT COURT

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

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

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

Foodarama, Inc. D/B/A BASICS FOOD CENTER

Maryland National Bank

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

By: Thomas S. McCarty, VP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1450 STANDARD FORM - FORM UCC-1.

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all acccessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) Rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, acccessions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurances and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and subfranchises, rights to distribute, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor, lessees, operating rights, operating authorizations and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all renewals, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyright, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

278088

516 314

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any) 9/19/96

1 Debtor(s) (Last Name, First) and address(es):
Foodarama, Inc. D/B/A BASICS
FOOD WAREHOUSE
8160 Ritchie Highway
Pasadena, MD 21122

2. Secured Party(ies) and address(es):
Maryland National Bank (as Agent)
Suite 260, 2330 West Joppa Road
Lutherville, MD 21093

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

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

See Exhibit "A" attached hereto.

5. Assigned to Secured Party and Address: \$14.00
\$0.50
#466490 CTTT R03 T10:15
09/23/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

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

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

Foodarama, Inc. D/B/A BASICS FOOD WAREHOUSE

Maryland National Bank

By: James O. Sec.
Signature of Debtor(s)

By: Erle Schaffer
Signature of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1430 STANDARD FORM - FORM UCC-1.

VCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

- (1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all acccessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.
- (2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.
- (3) The term "general intangibles", as used above, shall also include all franchisees, subfranchisees, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), lessees, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all renewals, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations of

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in process, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contributes to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

270007

546 317

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

Maturity date (if any) 9/19/96

1 Debtor(s) (Last Name First) and address(es)
Foodarama, Inc. D/B/A
BASICS FOOD CENTER
8160 Ritchie Highway
Pasadena, MD 21122

2 Secured Party(ies) and address(es)
Maryland National Bank (as Agent)
Suite 260, 2330 West Joppa
Road
Lutherville, MD 21093

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



RECORD FEE 14.00
POSTAGE .50
#466490 0717 R03 T10:17
09/28/99

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

See Exhibit "A" attached hereto

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to the State of Maryland.

5 Assignee(s) of Secured Party(ies) Address(es)
H. ERLE SCHAFER
1000 GERRARD COURT

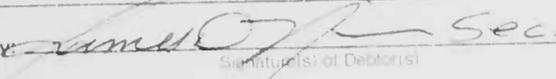
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

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

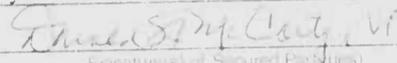
Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets attached

Foodarama, Inc. D/B/A BASICS FOOD CENTER

Maryland National Bank

By:  Sec.

Signature(s) of Debtor(s)

By: 

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

1436 STANDARD FORM - FORM UCC-1.

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, component parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixture in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all renewals, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in process, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

"Debtor has more than one (1) location within the state, therefore Recordation Tax has been paid

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK State of Maryland"

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

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

This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama, Inc.
Address 8160 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

RECORD FEE 13.00
POSTAGE .50
#466510 C777 R03 T10:18
09/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor
Foodarama, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

135.80

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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.

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to State of Maryland. This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama, Inc.

Address 5602 Ritchie Highway, Glen Burnie, MD 21225

2. SECURED PARTY

Name Maryland National Bank (as Agent)

Address Suite 260, 2330 West Joppa Road

Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee TW

RECORD FEE 13.00
POSTAGE .50

#486520 0777 R03 T10:19
09/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

XXX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor) Sec.

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

13.50

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546-327
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

278631

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK
*Debtor has more than one (1) location within the state, therefore, Recordation Tax has been paid to the state of Maryland.
If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____
If this statement is to be recorded in land records check here.

This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama, Inc. D/B/A BASICS

Address 5602 Ritchie Highway, Glen Burnie, MD 21225

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as agent)

Address Suite 260, 2330 West Joppa Road

Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto

Name and address of Assignee

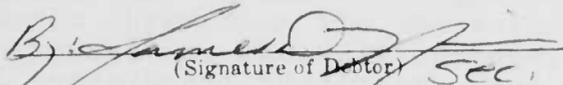

RECORD FEE 14.00
POSTAGE .50
#466530 0777 R03 T10:28
09/29/89

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

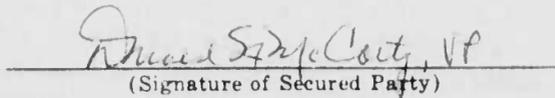
(Proceeds of collateral are also covered)
 (Products of collateral are also covered)


(Signature of Debtor)

Foodarama, Inc. D/B/A BASICS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

MARYLAND NATIONAL BANK
Type or Print Above Signature on Above Line

14-50

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary, or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546 330 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

278592

Identifying File No. _____

*Debtor has more than one (1) location within the state, therefore, Recordation tax has been paid to the state of Maryland.

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

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

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

This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama, Inc. D/B/A BASICS
Address 8160 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto

Name and address of Assignee


RECORD FEE 14.00
POSTAGE .50
#466540 C777 R03 T10:29
09/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

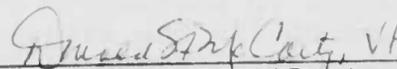
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

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

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

By 
(Signature of Debtor) sec
Foodarama, Inc.
Type or Print Above Name on Above Line

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


(Signature of Secured Party)
MARYLAND NATIONAL BANK
Type or Print Above Signature on Above Line

14.50

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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.

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to State of Maryland. This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama, Inc. D/B/A BASICS AND MORE _____

Address 8160 Ritchie Highway, Pasadena, MD 21122 _____

2. SECURED PARTY

Name Maryland National Bank (as Agent) _____

Address Suite 260, 2330 West Joppa Road _____

Lutherville, Maryland 21093 _____

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

3. Maturity date of obligation (if any) September 19, 1996 _____

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

See Exhibit "A" attached hereto.

Name and address of Assignee
RECORD FEE 14.00
POSTAGE .50

#466550 0777 R03 T10:29
09/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Foodarama, Inc. D/B/A BASICS AND MORE
(Signature of Debtor)

[Signature]
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

14.50

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary, or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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

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

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

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to State of Maryland
This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama, Inc. D/B/A BASICS AND MORE

Address 5602 Ritchie Highway, Glen Burnie, MD 21225

2. SECURED PARTY

Name Maryland National Bank (as Agent)

Address Suite 260, West Joppa Road

Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee
RECORD FEE 14.00
POSTAGE .50
#486560 0777 R03 T10:30
07/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor) Sec.

Foodarama, Inc. D/B/A BASICS AND MORE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

14.50

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary, or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

FINANCING STATEMENT FORM UCC-1

Identifying File No.

"Debtor has more than one (1) location within the state, therefore Recordation Tax has been paid to State of Maryland"
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama Group, Inc.
Address 6439 Old Annapolis Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee
RECORD FEE 13.00
POSTAGE .50
#468570 09/17 R03 110:30
09/23/89
H. PALE SCHAFER
CIRCUIT COURT

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

By [Signature]
(Signature of Debtor) Sec.
Foodarama Group, Inc.
Type or Print Above Name on Above Line

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

[Signature] VP
(Signature of Secured Party)
MARYLAND NATIONAL BANK
Type or Print Above Signature on Above Line

13550

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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.

*Debtor has more than one (1) location within the State, therefore, Recordation Tax has been paid to State of Maryland. This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama, Inc., D/B/A BASICS FOOD WAREHOUSE
Address 5602 Ritchie Highway, Glen Burnie, MD 21225

2. SECURED PARTY

Name Maryland National Bank (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee

RECORD FEE 14.00
POSTAGE .50
#466580 0777 R03 T10:31
09/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

By James D. Sec. (Signature of Debtor)
Foodarama, Inc. D/B/A BASICS FOOD WAREHOUSE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

14.50

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

546 344
(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

*Debtor has more than one (1) location within the state, therefore Recordation Tax has been paid to State of Maryland
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama Group, Inc. D/B/A BASICS
Address 6439 Old Annapolis Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee
RECORD FEE 14.00
POSTAGE .50
#466590 0177 803 710:32

09/28/89

H. ERLE SCHAFER
AA CO, CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor) *Sec.*

Foodarama Group, Inc. D/B/A BASICS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MARYLAND NATIONAL BANK

Type or Print Above Signature on Above Line

14.50

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

040-348 STATE OF MARYLAND
Debtor has more than one (1) location within the State, therefore
Recordation Tax has been paid to the State of Maryland.

270098

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 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama Group, Inc.
D/B/A BASICS AND MORE
Address 6439 Old Annapolis Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Maryland National Bank (as Agent)
Suite 260
Address 2330 West Joppa Road
Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee



RECORD FEE 14.00
POSTAGE .50
#466600 CITT R03 T10433
09/28/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James D. [Signature]
(Signature of Debtor)
Foodarama Group, Inc. Sec.
D/B/A BASICS AND MORE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

James D. McCarty, VP
(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

14,80

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

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infringements of rights of the copyrights, and all renewals,
extensions and continuations thereof. 546-350

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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.

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to State of Maryland. This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA -- G.U., Inc.

Address 1649 Crofton Square, Crofton, MD 21114

2. SECURED PARTY

Name Maryland National Bank (as Agent)

Address Suite 260, 2330 West Joppa Road

Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee



RECORD FEE 13.00
POSTAGE .50
#466610 CTTT R03 710-33
09/28/89

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) H. ERLE SCHAFER HA CO. CIRCUIT COURT

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

XXX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor Sec.

FOOD-A-RAMA -- G.U., Inc. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Maryland National Bank Type or Print Above Signature on Above Line

1350

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

STATE OF MARYLAND
FINANCING STATEMENT FORM OCC-1 546-351 Identifying File No. 275770

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

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

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

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to State of Maryland.
 This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Foodarama Group, Inc. D/B/A BASICS FOOD WAREHOUSE
 Address 6439 Old Annapolis Road, Glen Burnie, MD 21061

2. SECURED PARTY

Name Maryland National Bank (as Agent)
 Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 19, 1996

4. This financing statement covers the following types (or items) of property: (list)
 See Exhibit "A" attached hereto.

Name and address of Assignee	
RECORD FEE	14.00
POSTAGE	.50
4446820 CDD 807 110434	
	09/28/89
H. ERLE SCHAFER AA CO. CIRCUIT COURT	

CHECK THE LINES WHICH APPLY

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

James D. J.
 (Signature of Debtor) Sec.
Foodarama Group, Inc. D/B/A BASICS FOOD WAREHOUSE
 Type or Print Above Name on Above Line

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

Wm. S. Mc Coy, VP
 (Signature of Secured Party)
Maryland National Bank
 Type or Print Above Signature on Above Line

1450



UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546-357
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

278701

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.

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to the State of Maryland. 9-19-89
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA - G.U., INC., D/B/A BASICS
Address 670 Old Mill & Route 3, Millersville, MD 21108

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

4. This financing statement covers the following types (or items) of property: (list)
See Exhibit "A" attached hereto.



Name and address of Assignee:
RECORD FEE 14.00
POSTAGE .50
#400000 OFFICE 110:34
09/29/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

By: James D. [Signature]
(Signature of Debtor) Sec.

FOOD-A-RAMA - G.U., INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MARYLAND NATIONAL BANK
Type or Print Above Signature on Above Line

1450

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546 360 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278702

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

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

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

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to State of Maryland.
This financing statement Dated 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA -- G.U., Inc.

Address 670 Old Mill and Route 3, Millersville, MD 21108

2. SECURED PARTY

Name Maryland National Bank (as Agent)

Address Suite 260, 2330 West Joppa Road

Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

M1

Name and address of Assignee

RECORD FEE 13.00

POSTAGE .50

#400040 CITY RD 110:35

09/28/89

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

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

XXX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor) Sec.

FOOD-A-RAMA -- G.U., Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Maryland National Bank
Type or Print Above Signature on Above Line

1350

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546-363 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 270703

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

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

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

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to the State of Maryland. 9-19-89 This financing statement Dated 9-19-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA - G.U., INC., D/B/A BASICS AND MORE
Address 670 Old Mill & Route 3, Millersville, MD 21108

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093

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

RECORDATION FEE 14.00
POSTAGE .50
446650 0717 AUG 110:35
09/23/89

3. Maturity date of obligation (if any) September 19, 1996

4. This financing statement covers the following types (or items) of property: (list)
See Exhibit "A" attached hereto.

Name and address of Assignee
H. EARLE SCHAFER
1100 W. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

By: [Signature]
(Signature of Debtor) Sec.

FOOD-A-RAMA - G.U., INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

MARYLAND NATIONAL BANK
Type or Print Above Signature on Above Line

14.50

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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.

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to the State of Maryland. 9-19-89 This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA - G.U., INC., D/B/A BASICS
Address 1649 Crofton Square, Crofton, MD 21114

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

4. This financing statement covers the following types (or items) of property: (list)
See Exhibit "A" attached hereto.

Name and address of Assignee
RECORD FEE 14.00
POSTAGE .50

4400000 0717 603 210436
11/26/89
H. LAKE SCHAFER
44 CR. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

By James D. P...
(Signature of Debtor) sec.
FOOD-A-RAMA - G.U., INC.
Type or Print Above Name on Above Line

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

Thomas S. McCarly, VP
(Signature of Secured Party)
MARYLAND NATIONAL BANK
Type or Print Above Signature on Above Line

14.50

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

546 368

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546-389 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 278705

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

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

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

*Debtor has more than one (1) location within the state, therefore Recordation Tax has been paid to State of Maryland.
This financing statement Dated 9-19-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA-G.U., INC. D/B/A BASICS FOOD WAREHOUSE
Address 1649 Crofton Square, Crofton, MD 21114

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee
RECORD FEE 14.00
POSTAGE 5.00



RECORDED 0777-003 110136
09/28/89
H. DALE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

By: [Signature]
(Signature of Debtor) sec.
FOOD-A-RAMA-G.U., INC.
Type or Print Above Name on Above Line

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

MARYLAND NATIONAL BANK
(Signature of Secured Party)
[Signature]
Type or Print Above Signature on Above Line

1450

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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

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

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

*Debtor has more than one (1) location within the State, therefore Recordation Tax has been paid to the State of Maryland. 9-19-89
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA - G.U., INC., D/B/A BASICS AND MORE
Address 1649 Crofton Square, Crofton, MD 21114

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093

RECORD FEE 14.00
POSTAGE .30
SEP 23 11:37 AM '89
M.D.
CLERK
CIRCUIT COURT

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

3. Maturity date of obligation (if any) September 19, 1996

4. This financing statement covers the following types (or items) of property: (list)
See Exhibit "A" attached hereto.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

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

By James D. P...
(Signature of Debtor)
FOOD-A-RAMA - G.U., INC.
Type or Print Above Name on Above Line

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

James D. P... VP
(Signature of Secured Party)
MARYLAND NATIONAL BANK
Type or Print Above Signature on Above Line

14.60

UCC-1

EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

546 375 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

278707

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.

*Debtor has more than one (1) location within the state, therefore Recordation Tax has been paid to State of Maryland.
This financing statement Dated 9-19-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FOOD-A-RAMA-G.U., INC. D/B/A BASICS FOOD WAREHOUSE
Address 670 Old Mill & Route 3, Millersville, MD 21108

2. SECURED PARTY

Name MARYLAND NATIONAL BANK (as Agent)
Address Suite 260, 2330 West Joppa Road
Lutherville, Maryland 21093

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

3. Maturity date of obligation (if any) September 19, 1996

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

See Exhibit "A" attached hereto.

Name and address of Assignee
RECORD FEE 14.00
POSTAGE 1.00
MAY 23 1989
H. WILE SUTHER
AP. 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)

By [Signature]
(Signature of Debtor) sec.
FOOD-A-RAMA-G.U., INC.
Type or Print Above Name on Above Line

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

MARYLAND NATIONAL BANK
(Signature of Secured Party)
[Signature] VP
Type or Print Above Signature on Above Line

1450

UCC-1EXHIBIT "A"

All of the Debtor's future and existing right, title, and interest in and to all now owned or hereafter acquired:

(1) accounts, chattel paper, documents, equipment (including, but not limited to, fixtures, office equipment and furniture, and motor vehicles) and all accessions thereto, general intangibles, goods, instruments and inventory (all of the foregoing as defined as defined in the Pennsylvania Uniform Commercial Code), and any products and all cash and non-cash proceeds of any of the foregoing.

(2) rents, issues and profits of any of the property described in Paragraph 1 above and any and all substitutions, accretions, components parts, or replacements thereof and additions thereto, including, without limitation, all proceeds of the conversion, voluntary or involuntary, of any of such property into cash or non-cash proceeds or liquidated claims, including, without limitation, proceeds of casualty insurance and condemnation awards.

(3) The term "general intangibles", as used above, shall also include all franchises, subfranchises, rights to distribute, sales agencies, licenses and permits (including, without limitation, those licenses, permits or other authorizations issued to the Debtor by any federal, state, local or other governmental authority, which are necessary and/or convenient for the conduct of the business of the Debtor), leases, operating rights, operating authorities and certificates, rights to indemnification, rights as insured, including the right to be provided the defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient or proper with respect to the continued operation of the business of the Debtor, as now or hereafter conducted by the Debtor, or with respect to the operations or use of any equipment or fixtures in which the Debtor has been granted a security interest or any real property in which the Secured Party has been granted a security interest or any real property in which the Secured Party has been granted a mortgage, patents, patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations thereof, all trademarks, tradenames, and trade secrets, together with the right to sue for past, present or future violations of rights of the trademarks, tradenames, and trade secrets and all goodwill associated with the trademarks, tradenames, copyrights, together with the right to sue for past, present or future violations or

infringements of rights of the copyrights, and all renewals, extensions and continuations thereof.

(4) The term "inventory", as used herein, shall also include all of the Debtor's goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, packaging and shipping materials and other tangible or intangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of services or which contribute to the finished products for the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor in the course of transport, placed on consignment or held at storage locations, including the rights to returned, rejected or repossessed inventory and rights of reclamation and stoppage in transit with respect to inventory sold, placed on consignment or held at storage locations.

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.



RECORD FEE 11.00 POSTAGE .50 #467000 0777 R03 T11:10 09/28/89 ERLE SCHAFER AA CO. CIRCUIT COURT

1. DEBTOR

Name Reds Dove, Inc. Address 2729 Solomons Island Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Caterpillar Financial Services Corporation Address 10630 Little Patuxent Parkway 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)

One New Caterpillar 980C Wheel Loader, S/N 63X08563 And substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

Name and address of Assignee

Secured Party is seller of equipment. Not subject to recordation tax.

#21791-110

CHECK THE LINES WHICH APPLY

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

4784MP #552.329

SIGNATURE

Reds Dove, Inc. (Signature of Debtor)

JAMES O. STEINBERG Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation (Signature of Secured Party)

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

PARTIES

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

BRIDGES JERRY L.
#2 RIO VISTA
LOTHIAN MD 20711

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

WIGGLESWORTH JUDITH L.
#2 RIO VISTA
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:

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:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

Special Types of Parties (check if applicable):

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

SECURED PARTY SIGNATURE(S)

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

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

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

EASY LIVING, INC

Handwritten signature of Guy Lee, 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)

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

278709



RECORD FEE 12.00 #467010 0777 R03 111:65

546 379

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

- Secretary of the Commonwealth
Prothonotary of
real estate records of

H. ERLE SCHAFER AA CO. CIRCUIT COURT

Number of Additional Sheets (if any)

Optional Special Identification (Max. 10 characters)

COLLATERAL

Identify collateral by item and/or type:

1977 SCHULT 14 X 70 SERIAL # E151121 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.

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

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

the following real estate

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

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

DEBTOR SIGNATURE(S)

Debtor Signature(s):

BRIDGES JERRY L.

Handwritten signature of Jerry L. Bridges

WIGGLESWORTH JUDITH L.

Handwritten signature of Judith L. Wigglesworth

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER WOODBRIDGE, VA 22192

Handwritten number 125

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

278710

FINANCING STATEMENT

Colony 7 Inc. T/A Colony 7 Shell

Name or Names - Print or Type

1. LESSEE(S)

8223 Colony 7 Road, Annapolis Junction, MD 20701

Address - Street No.

City - County

State

Zip

2. LESSOR

L-J Leasing Company
600 Reisterstown Road
23-25 Walker Avenue

Baltimore

Maryland 21208

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

1-Amoco Brake Lathe

MD
#46780 CITY OF BALTO
09/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

ASSIGNED TO:
SOVRAN BANK
31 LIGHT ST.
BALTIMORE, MD 21202

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) : Colony 7 Inc. T/A Colony 7 Shell

LESSOR : L-J Leasing Company

By:

Signature of Lessee

Cliff Ross Roop, PRES

Type or Print

By:

Signature of Lessor

Louise E. Neutze, Mgr

Signature of Lessee

Type or Print

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

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road
BALTO MD 21208-0472

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$50,400.00

1. Name of Debtor(s): Andrew Hartge Yacht Services, Inc.
Address: 1047 E. Benning Road
Galesville, Maryland 20765

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

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

1-Used 1968 Lima Model 500TC ton Truck Crane, Serial No. 48782

RECORD FEE 11.00
RECORD TAX 343.50
POSTAGE .50
4457110 0777 103 111472
07/28/89
H. ERIC SCHWARTZ
AA CO. CIRCUIT COURT

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): ANDREW HARTGE YACHT SERVICES, INC.

By: Andrew G. Hartge
Andrew G. Hartge, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: Rachel A. Koch
Rachel A. Koch
Senior Corporate Banking Officer

(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)
111 S. Calvert Street, Suite 2610, Baltimore, Maryland 21202

353.50
11.00
50

546-382

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Recordation tax paid at MD Dept. of Assessment and Taxation. The amount of taxable debt is \$1,000,000. The tax paid was \$3,300. Identifying File No. 270112

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

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

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

This financing statement Dated Sept. 22, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (And additional Debtors, trade names and addresses listed on Exhibit A hereto)
Name Dart Drug Stores, Inc.
Address 3301 Pennsy Drive, Landover, MD 20785

2. SECURED PARTY
Name Mellon Bank, N.A.
Address One Mellon Bank Center, Pittsburgh, PA 15258 Attn: Special Assets Division
Amy Brown, Kirkpatrick & Lockhart, 1500 Oliver Building, Pittsburgh, PA 15222
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

All of the Debtors' present and future right, title and interest in and to all equipment, fixtures, documents, chattel paper, instruments and other property, whether now or hereafter existing or acquired and wherever located, all as more fully described on Exhibit B attached hereto.

Mail to: 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)

That certain property known as Store 145, 6828 Race Track Road, Bowie, MD 20715, as more particularly described on Exhibit D hereto.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DART DRUG STORES, INC.

(Signature of Debtor) George E. Loney
BY: Executive Vice President
Type or Print Above Name on Above Line

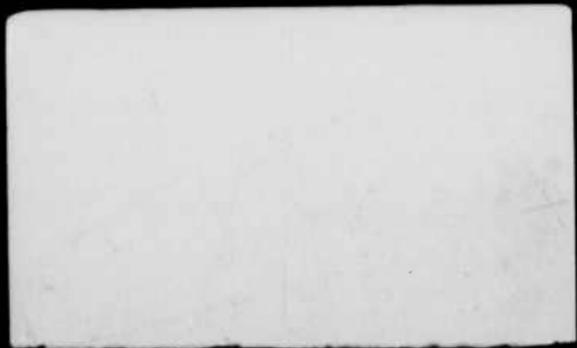
SEE EXHIBIT C FOR (Signature of Debtor)

ADDITIONAL SIGNATURES
Type or Print Above Signature on Above Line

MELLON BANK, N.A.

(Signature of Secured Party) Robert L. Garish
BY: Vice President
Type or Print Above Signature on Above Line

RECORD FEE 45.00
NOTARIAL FEE .50
TOTAL FEE \$45.50
09/28/89



MD-T

EXHIBIT A
TO UCC-1 FINANCING STATEMENT

DEBTOR:

Dart Drug Stores, Inc.
3301 Pennsy Drive
Landover, Maryland 20785

SECURED PARTY:

Mellon Bank, N.A.
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258
Attention: Special Assets Division

CONTINUATION OF ITEM 1, DEBTOR'S NAME AND ADDRESS:

The following are to be indexed as
Additional Debtors:

Dart Drug Corporation, District
of Columbia
Dart Drug Corporation, Maryland
Dart Drug Corporation, Virginia
Dart Drug Corporation, Turnpike
Dart Vienna, Inc.
Total Plus Corporation
T&H Distributors, Inc.
Pike Gourmet, Inc.
Dart Card Shop, Inc.
Dart Home Corp.

The following are to be indexed as
trade names of Debtors:

Fantle's Drugstore
Dart Drug
Dart Home
Dart Beer
Total Plus

Each of the Debtors is subject to a case commenced under the United States Bankruptcy Code of 1978 in the United States Bankruptcy Court for the District of Maryland, Rockville Division, at Case Numbers 89-42347-PM through 89-42357-PM, inclusive. The filing of this UCC-1 Financing Statement and the creation of the security interest evidenced hereby both have been approved by an Order of the Bankruptcy Court dated September 11, 1989.

The following are additional addresses of the Debtors:

Store 276
1275 K Street, N.W.
Washington, D.C. 20005

Store 292
801 H Street, N.W.
Washington, D.C. 20001

Store 294
1133 20th Street, N.W.
Washington, D.C. 20036

Store 298
1750 M Street, N.W.
Washington, D.C. 20036

Store 300
3920 South Capitol St., S.E.
Washington, D.C. 20032

Store 304
5536 Connecticut Ave., N.W.
Washington, D.C. 20015

Store 306
5720 Georgia Avenue, N.W.
Washington, D.C. 20011

Store 125
8016 New Hampshire Ave.
Langley Park, MD 20748

Store 145
6828 Race Track Road
Bowie, MD 20715

Store 157
2340 University Blvd.
Adelphi, MD 20783

Store 163
6250 Kenilworth Avenue
Riverdale, MD 20737

Store 173
13625 Georgia Ave.
Silver Spring, MD 20906

Store 180
5775 Crain Highway
Upper Marlboro, MD 20772

Store 198
12788 Old Fort Road
Ft. Washington, MD 20744

Store 214
7756 Marlboro Pike
Forestville, MD 20747

Store 228
1633 Crofton Center
Crofton, MD 21113

Store 260
4601 East-West Hwy.
Bethesda, MD 20814

Store 270
7475 Greenbelt Road
Greenbelt, MD 20770

Store 278
218 N. Frederick Ave.
Gaithersburg, MD 20878

Store 109
12137 Rockville Pike
Rockville, MD 20852

Store 129
4319 St. Barnabas Road
Temple Hills, MD 20748

Store 147
123 Bowie Road
Laurel, MD 20707

Store 159
9185 Central Avenue
Capitol Heights, MD 20743

Store 169
6711 Annapolis Road
Landover Hills, MD 20784

Store 175
3445 Ft. Meade Road
Laurel, MD 20707

Store 194
6210 Branch Avenue
Temple Hills, MD 20747

Store 204
Rt. 210 and Rt. 227
Bryans Road, MD 20616

Store 226
Halfway Boulevard
Hagerstown, MD 21740

Store 252
11111 Georgia Avenue
Wheaton, MD 20902

Store 266
6169 Livingston Road
Oxon Hill, MD 20745

Store 272
13855 Outlet Drive
Silver Spring, MD 20904

Store 284
6875 New Hampshire Avenue
Takoma Park, MD 20912

546 385

Store 290
5416 Annapolis Road
Bladensburg, MD 20710

Store 301
7341 Landover Road
Landover, MD 20785

Store 308
12029 Georgia Avenue
Wheaton, MD 20902

Warehouse 1
3301 Pennsy Drive
Landover, MD 20785

Warehouse 3
3201 Pennsy Drive
Landover, MD 20785

Warehouse on Parcel B
3201 Pennsy Drive
Landover, MD 20785

Store 105
6910 Braddock Road
Annandale, VA 22003

Store 123
9470 Arlington Blvd.
Fairfax, VA 22031

Store 139
7271 Arlington Blvd.
Falls Church, VA 22042

Store 149
5400 Lee Highway
Arlington, VA 22207

Store 153
264 Cedar Lane
Vienna, VA 22180

Store 171
8646 Richmond Hwy
Alexandria, VA 22203

Store 184
7658 Richmond Highway
Alexandria, VA 22306

Store 296
18149 Town Center Drive
Olney, MD 20832

Store 307
275 Muddy Branch Road
Gaithersburg, MD 20878

Store 316
12613 Wisteria Drive
Germantown, MD 20874

Warehouse 2 on Parcel D
3201 Pennsy Drive
Landover, MD 20785

Warehouse on Parcel C
3201 Pennsy Drive
Landover, MD 20785

Store 99
3263 Columbia Pike
Arlington, VA 22204

Store 119
1457 Chain Bridge Road
McLean, VA 22101

Store 124
9542 Arlington Blvd.
Fairfax, VA 22031

Store 143
7434 Little River Turnpike
Annandale, VA 22003

Store 151
1104 W. Broad Street
Falls Church, VA 22040

Store 165
14567 Jefferson Davis Hwy
Woodbridge, VA 22191

Store 182
2901 Gallows Road
Falls Church, VA 22042

Store 190
6220 N. Kings Highway
Alexandria, VA 22303

Store 196
4132 Dale Blvd.
Woodbridge, VA 22193

Store 218
Rt. 29 N. & Dominion Drive
Charlottesville, VA 22901

Store 236
247 Harry Flood Byrd Hwy.
Sterling, VA 22170

Store 240
10708 Lee Highway
Fairfax, VA 22030

Store 256
490 Elden Street
Herndon, VA 22070

Store 274
5620 Ox Road
Fairfax Station, VA 22039

Store 286
1720 Duke Street
Alexandria, VA 22314

Store 302
6136 Arlington Boulevard
Falls Church, VA 22044

Store 310
6837 Backlick Road
Springfield, VA 22150

Store 312
5073 Westfield Boulevard
Centreville, VA 22020

Store 402
8032 West Broad Street
Richmond, VA 23233

Store 404
4680 N. Southside Plaza
Richmond, VA 23224

Store 309
12368 Dillingham Square
Woodbridge, VA 22091

Store 315
FORT EVANS
Battlefield Shopping Center
Loudon County, VA

Store 206
13285 Gordon Blvd.
Woodbridge, VA 22191

Store 220
1091 Delco Plaza
Winchester, VA 22601

Store 238
311 Maple Avenue
Vienna, VA 22180

Store 250
9579 Braddock Road
Fairfax, VA 22032

Store 264
5837 Leesburg Pike
Baileys Crossroads, VA 22041

Store 282
6240 Little River Turnpike
Alexandria, VA 22312

Store 288
4238 Wilson Boulevard
Arlington, VA 22203

Store 303
584 Culpeper Town Mall
Culpeper, VA 22701

Store 311
11730 Sudley Manor Drive
Manassas, VA 22110

Store 401
11647 Midlothian Turnpike
Midlothian, VA 23113

Store 403
7108 Midlothian Turnpike
Richmond, VA 23225

Store 405
5158 Nine Mile Road
Richmond, VA 23224

Store 314
7003 Manchester Boulevard
Franconia, VA 22310

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

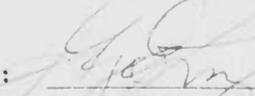
Continuation of Item 4, Description of Collateral:

The UCC-1 Financing Statement to which this Exhibit B is attached covers all of each Debtor's present and future right, title and interest in and to all property constituting: (a) the following property whether now or hereafter existing or acquired and wherever located: all equipment (including but not limited to all machinery, and all such properties which may be or may become fixtures, office equipment and furniture, typewriters, calculators, copy machines, cash registers, computers, and inventory scanning equipment, but excluding equipment held by any Debtor pursuant to an equipment lease and such Debtor's rights as lessee under such equipment lease, provided that such equipment lease is a "true lease" or the lessor thereunder holds a valid and perfected security interest in the equipment leased pursuant to such equipment lease), all vehicles, trucks and automobiles, all documents, all chattel paper, all notes, all capital stock and other securities and instruments (including but not limited to all stock options, warrants, bonds and indebtedness from time to time owned or acquired by the Debtors), and all instruments evidencing such obligations, all drafts, all letters or advices of credit, all cash, all records, correspondence, memoranda, computer programs, tapes, discs, ledger sheets, papers, books and other documents or transcribed information of any type whether expressed in ordinary or machine readable language, all property owned by any Debtor or in which such Debtor has an interest which now or hereafter is at any time in the possession of the Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of the Secured Party, without regard to whether the Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Party had conditionally released same, any deposit accounts (whether general or special, time or demand, provisionally credited or finally credited, or otherwise) of such Debtor with the Secured Party, all personal property of each Debtor not otherwise included, of any kind or nature now or hereafter existing, now owned or hereafter acquired (other than accounts, contract rights, inventory and general intangibles); and (b) all attachments and accessories to, all replacements, products and proceeds of (including insurance policies and proceeds) and all indemnities, guarantees, claims, rights, remedies and privileges relating to any or all of the items included in the preceding clause (a).

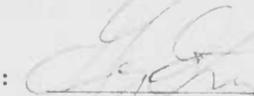
EXHIBIT C
TO UCC-1 FINANCING STATEMENT

Continuation of Signature Block -- Additional Signatures of Debtors

DART DRUG STORES, INC., t/d/b/a
Fantle's Drugstore, Dart Drug,
Dart Home, Dart Beer and Total Plus

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION,
DISTRICT OF COLUMBIA

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION, MARYLAND

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION, VIRGINIA

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION, TURNPIKE

By: 
George E. Loney, Executive
Vice President

DART VIENNA, INC.

By: 
George E. Loney, Executive
Vice President

TOTAL PLUS CORPORATION

By: 
George E. Loney, Executive
Vice President

T&H DISTRIBUTORS, INC.

By: 
George E. Loney, Executive
Vice President

PIKE GOURMET, INC.

By: 
George E. Loney, Executive
Vice President

DART CARD SHOP, INC.

By: 
George E. Loney, Executive
Vice President

DART HOME CORP.

By: 
George E. Loney, Executive
Vice President



EXHIBIT D
TO UCC-1 FINANCING STATEMENT

The following property consisting of a leasehold estate in all or a portion of the property, more particularly described on the attached legal description:

LOCATION

NAME OF RECORD OWNER

Store 145
6828 Race Track Road
Bowie, MD 20715

Dart Drug Corporation, Maryland

546 390

The Demised Premises is a portion of the property known as:

Parcel A, in a subdivision known as "Hilltop Plaza" as per plat recorded in Plat Book 63 at plat 58, among the Land Records of Prince George's County, Maryland.

Address: 6832 Reacetrack Road

Tax I.D. No: 14-50611-34-001

After filing, please return to
Deborah Stear
Gimmel, Weiman, + Savitz, P.A.
444 N. Frederick Ave, Suite 200
Gaithersburg, MD 20877

546-391
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Recordation tax paid at MD Dept. of Assessment and Taxation. The amount of taxable debt is \$1,000,000. The tax paid was \$3,300. Identifying File No. 270713

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

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

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

This financing statement Dated Sept. 22, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (And additional Debtors, trade names and addresses listed on Exhibit A hereto)
 Name Dart Drug Stores, Inc.
3301 Pennsy Drive, Landover, MD 20785
 Address _____

2. SECURED PARTY
 Name Mellon Bank, N.A.
 Address One Mellon Bank Center, Pittsburgh, PA 15258 Attn: Special Assets Division
Amy Brown, Kirkpatrick & Lockhart, 1500 Oliver Building, Pittsburgh, PA 15222
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

All of the Debtors' present and future right, title and interest in and to all equipment, fixtures, documents, chattel paper, instruments and other property, whether now or hereafter existing or acquired and wherever located, all as more fully described on Exhibit B attached hereto.

Notar and address of Assessor



RECORD FEE 55.00
 MORTGAGE 50
 453070 02-17-1989 713417
 09/28/89

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)

That certain property known as Store 228, 1633 Crofton Center, Crofton, MD 21113, as more particularly described on Exhibit D hereto.

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

DART DRUG STORES, INC.

 (Signature of Debtor) George E. Loney
 By: _____ Executive Vice President

 Type or Print Above Name on Above Line

MELLON BANK, N.A.

SEE EXHIBIT C FOR

 (Signature of Debtor)

 (Signature of Secured Party) Robert L. Garish
 By: _____ Vice President

 Type or Print Above Signature on Above Line

ADDITIONAL SIGNATURES

 Type or Print Above Signature on Above Line

MD-T

EXHIBIT A
TO UCC-1 FINANCING STATEMENT

DEBTOR:

Dart Drug Stores, Inc.
3301 Pennsy Drive
Landover, Maryland 20785

SECURED PARTY:

Mellon Bank, N.A.
One Mellon Bank Center
Pittsburgh, Pennsylvania 15258
Attention: Special Assets Division

CONTINUATION OF ITEM 1, DEBTOR'S NAME AND ADDRESS:

The following are to be indexed as
Additional Debtors:

Dart Drug Corporation, District
of Columbia
Dart Drug Corporation, Maryland
Dart Drug Corporation, Virginia
Dart Drug Corporation, Turnpike
Dart Vienna, Inc.
Total Plus Corporation
T&H Distributors, Inc.
Pike Gourmet, Inc.
Dart Card Shop, Inc.
Dart Home Corp.

The following are to be indexed as
trade names of Debtors:

Fantle's Drugstore
Dart Drug
Dart Home
Dart Beer
Total Plus

Each of the Debtors is subject to a case commenced under the United States
Bankruptcy Code of 1978 in the United States Bankruptcy Court for the District
of Maryland, Rockville Division, at Case Numbers 89-42347-PM through 89-
42357-PM, inclusive. The filing of this UCC-1 Financing Statement and the
creation of the security interest evidenced hereby both have been approved by
an Order of the Bankruptcy Court dated September 11, 1989.

The following are additional addresses of the Debtors:

Store 276
1275 K Street, N.W.
Washington, D.C. 20005

Store 292
801 H Street, N.W.
Washington, D.C. 20001

Store 294
1133 20th Street, N.W.
Washington, D.C. 20036

Store 298
1750 M Street, N.W.
Washington, D.C. 20036

Store 300
3920 South Capitol St., S.E.
Washington, D.C. 20032

Store 304
5536 Connecticut Ave., N.W.
Washington, D.C. 20015

Store 306
5720 Georgia Avenue, N.W.
Washington, D.C. 20011

Store 125
8016 New Hampshire Ave.
Langley Park, MD 20748

Store 145
6828 Race Track Road
Bowie, MD 20715

Store 157
2340 University Blvd.
Adelphi, MD 20783

Store 163
6250 Kenilworth Avenue
Riverdale, MD 20737

Store 173
13625 Georgia Ave.
Silver Spring, MD 20906

Store 180
5775 Crain Highway
Upper Marlboro, MD 20772

Store 198
12788 Old Fort Road
Ft. Washington, MD 20744

Store 214
7756 Marlboro Pike
Forestville, MD 20747

Store 228
1633 Crofton Center
Crofton, MD 21113

Store 260
4601 East-West Hwy.
Bethesda, MD 20814

Store 270
7475 Greenbelt Road
Greenbelt, MD 20770

Store 278
218 N. Frederick Ave.
Gaithersburg, MD 20878

Store 109
12137 Rockville Pike
Rockville, MD 20852

Store 129
4319 St. Barnabas Road
Temple Hills, MD 20748

Store 147
123 Bowie Road
Laurel, MD 20707

Store 159
9185 Central Avenue
Capitol Heights, MD 20743

Store 169
6711 Annapolis Road
Landover Hills, MD 20784

Store 175
3445 Ft. Meade Road
Laurel, MD 20707

Store 194
6210 Branch Avenue
Temple Hills, MD 20747

Store 204
Rt. 210 and Rt. 227
Bryans Road, MD 20616

Store 226
Halfway Boulevard
Hagerstown, MD 21740

Store 252
11111 Georgia Avenue
Wheaton, MD 20902

Store 266
6169 Livingston Road
Oxon Hill, MD 20745

Store 272
13855 Outlet Drive
Silver Spring, MD 20904

Store 284
6875 New Hampshire Avenue
Takoma Park, MD 20912

Store 290
5416 Annapolis Road
Bladensburg, MD 20710

Store 301
7341 Landover Road
Landover, MD 20785

Store 308
12029 Georgia Avenue
Wheaton, MD 20902

Warehouse 1
3301 Pennsy Drive
Landover, MD 20785

Warehouse 3
3201 Pennsy Drive
Landover, MD 20785

Warehouse on Parcel B
3201 Pennsy Drive
Landover, MD 20785

Store 105
6910 Braddock Road
Annandale, VA 22003

Store 123
9470 Arlington Blvd.
Fairfax, VA 22031

Store 139
7271 Arlington Blvd.
Falls Church, VA 22042

Store 149
5400 Lee Highway
Arlington, VA 22207

Store 153
264 Cedar Lane
Vienna, VA 22180

Store 171
8646 Richmond Hwy
Alexandria, VA 22203

Store 184
7658 Richmond Highway
Alexandria, VA 22306

Store 296
18149 Town Center Drive
Olney, MD 20832

Store 307
275 Muddy Branch Road
Gaithersburg, MD 20878

Store 316
12613 Wisteria Drive
Germantown, MD 20874

Warehouse 2 on Parcel D
3201 Pennsy Drive
Landover, MD 20785

Warehouse on Parcel C
3201 Pennsy Drive
Landover, MD 20785

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3263 Columbia Pike
Arlington, VA 22204

Store 119
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9542 Arlington Blvd.
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7434 Little River Turnpike
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Store 151
1104 W. Broad Street
Falls Church, VA 22040

Store 165
14567 Jefferson Davis Hwy
Woodbridge, VA 22191

Store 182
2901 Gallows Road
Falls Church, VA 22042

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6220 N. Kings Highway
Alexandria, VA 22303

Store 196
4132 Dale Blvd.
Woodbridge, VA 22193

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Rt. 29 N. & Dominion Drive
Charlottesville, VA 22901

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247 Harry Flood Byrd Hwy.
Sterling, VA 22170

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10708 Lee Highway
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490 Elden Street
Herndon, VA 22070

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5620 Ox Road
Fairfax Station, VA 22039

Store 286
1720 Duke Street
Alexandria, VA 22314

Store 302
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Store 310
6837 Backlick Road
Springfield, VA 22150

Store 312
5073 Westfield Boulevard
Centreville, VA 22020

Store 402
8032 West Broad Street
Richmond, VA 23233

Store 404
4680 N. Southside Plaza
Richmond, VA 23224

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12368 Dillingham Square
Woodbridge, VA 22091

Store 315
FORT EVANS
Battlefield Shopping Center
Loudon County, VA

Store 206
13285 Gordon Blvd.
Woodbridge, VA 22191

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1091 Delco Plaza
Winchester, VA 22601

Store 238
311 Maple Avenue
Vienna, VA 22180

Store 250
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Fairfax, VA 22032

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5837 Leesburg Pike
Baileys Crossroads, VA 22041

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6240 Little River Turnpike
Alexandria, VA 22312

Store 288
4238 Wilson Boulevard
Arlington, VA 22203

Store 303
584 Culpeper Town Mall
Culpeper, VA 22701

Store 311
11730 Sudley Manor Drive
Manassas, VA 22110

Store 401
11647 Midlothian Turnpike
Midlothian, VA 23113

Store 403
7108 Midlothian Turnpike
Richmond, VA 23225

Store 405
5158 Nine Mile Road
Richmond, VA 23224

Store 314
7003 Manchester Boulevard
Franconia, VA 22310

EXHIBIT B
TO UCC-1 FINANCING STATEMENT

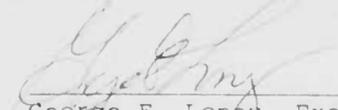
Continuation of Item 4, Description of Collateral:

The UCC-1 Financing Statement to which this Exhibit B is attached covers all of each Debtor's present and future right, title and interest in and to all property constituting: (a) the following property whether now or hereafter existing or acquired and wherever located: all equipment (including but not limited to all machinery, and all such properties which may be or may become fixtures, office equipment and furniture, typewriters, calculators, copy machines, cash registers, computers, and inventory scanning equipment, but excluding equipment held by any Debtor pursuant to an equipment lease and such Debtor's rights as lessee under such equipment lease, provided that such equipment lease is a "true lease" or the lessor thereunder holds a valid and perfected security interest in the equipment leased pursuant to such equipment lease), all vehicles, trucks and automobiles, all documents, all chattel paper, all notes, all capital stock and other securities and instruments (including but not limited to all stock options, warrants, bonds and indebtedness from time to time owned or acquired by the Debtors), and all instruments evidencing such obligations, all drafts, all letters or advices of credit, all cash, all records, correspondence, memoranda, computer programs, tapes, discs, ledger sheets, papers, books and other documents or transcribed information of any type whether expressed in ordinary or machine readable language, all property owned by any Debtor or in which such Debtor has an interest which now or hereafter is at any time in the possession of the Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of the Secured Party, without regard to whether the Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Secured Party had conditionally released same, any deposit accounts (whether general or special, time or demand, provisionally credited or finally credited, or otherwise) of such Debtor with the Secured Party, all personal property of each Debtor not otherwise included, of any kind or nature now or hereafter existing, now owned or hereafter acquired (other than accounts, contract rights, inventory and general intangibles); and (b) all attachments and accessories to, all replacements, products and proceeds of (including insurance policies and proceeds) and all indemnities, guarantees, claims, rights, remedies and privileges relating to any or all of the items included in the preceding clause (a).

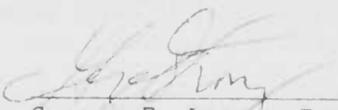
EXHIBIT C
TO UCC-1 FINANCING STATEMENT

Continuation of Signature Block -- Additional Signatures of Debtors

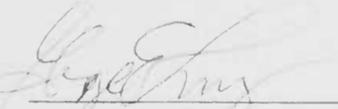
DART DRUG STORES, INC., t/d/b/a
Fantle's Drugstore, Dart Drug,
Dart Home, Dart Beer and Total Plus

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION,
DISTRICT OF COLUMBIA

By: 
George E. Loney, Executive
Vice President

DART DRUG CORPORATION, MARYLAND

By: 
George E. Loney, Executive
Vice President

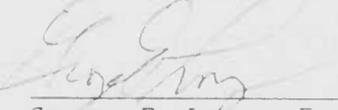
DART DRUG CORPORATION, VIRGINIA

By: 
George E. Loney, Executive
Vice President

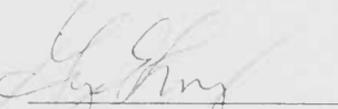
DART DRUG CORPORATION, TURNPIKE

By: 
George E. Loney, Executive
Vice President

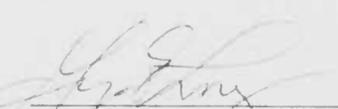
DART VIENNA, INC.

By: 
George E. Loney, Executive
Vice President

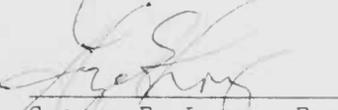
TOTAL PLUS CORPORATION

By: 
George E. Loney, Executive
Vice President

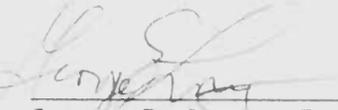
T&H DISTRIBUTORS, INC.

By: 
George E. Loney, Executive
Vice President

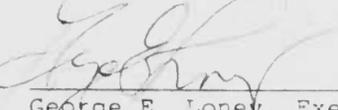
PIKE GOURMET, INC.

By: 
George E. Loney, Executive
Vice President

DART CARD SHOP, INC.

By: 
George E. Loney, Executive
Vice President

DART HOME CORP.

By: 
George E. Loney, Executive
Vice President



546-398

EXHIBIT D
TO UCC-1 FINANCING STATEMENT

The following property consisting of a leasehold estate
in all or a portion of the property, more particularly described
on the attached legal description:

LOCATION

NAME OF RECORD OWNER

Store 228
1633 Crofton Center
Crofton, MD 21113

Dart Drug Corporation, Maryland

All of that certain lot or parcel of land situated, lying and being in Anne Arundel County, Maryland, and being more particularly described as follows:

The Demised Premises is a portion of the property, the legal description of which is set forth in Exhibit "A" attached hereto and made a part hereof.

EXHIBIT "A"

All that certain plot, piece or parcel of land in Anne Arundel County, Maryland, more particularly bounded and described as follows:

BEGINNING for the same at a point on and distant North 79° 42' 18" West 15.00 feet from the beginning of the first or North 79° 42' 18" West 950.00 feet line of that parcel of land which by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.C.L. 1626 at Folio 60 was granted and conveyed by the Dixon Holding Company to Shopco Crofton Associates, running thence with and binding on part of said first line.

(1) North 79° 42' 18" West 935.00 feet to the East side of Maryland Route 3 thence running with and binding on the East side of said Maryland Route 3 being also part of the second line of that parcel of land described in the deed mentioned above.

(2) North 10° 24' 20" East 238.00 feet thence leaving said Maryland Route 3 for the following three (3) courses and distances viz:

(3) South 79° 35' 40" East 150.00 feet.

~~(4) North 10° 24' 20" East 140.00 feet and~~

(5) North 79° 35' 40" West 150.00 feet to the East side of Maryland Route 3 as aforesaid, thence running with and binding on said Maryland Route 3, being also part of the second line of that parcel of land described in the deed mentioned above.

(6) North 10° 24' 20" East 32.00 feet thence leaving Route 3 for the following three (3) courses and distances viz:

(7) South 79° 35' 40" East 150.00 feet.

(8) North 10° 24' 20" East 140.00 feet and

(9) North 79° 35' 40" West 150.00 feet to the East side of Maryland Route 3, said point also being on and distant 238.35 feet from the end of the second line of that parcel of land described in the deed mentioned above, thence running with and binding on part of said second line, being also the East side of Maryland Route 3.

(10) North 10° 24' 20" East 238.35 feet thence running with and binding on the third line of that parcel of land described in deed mentioned above.

(11) South 79° 35' 40" East 25.00 feet, thence running with and binding on part of the fourth line of that parcel of land described in the deed mentioned above, being also the East side of Maryland Route 3 as aforesaid,

(12) North 10° 24' 20" East 105.00 feet, thence leaving said Maryland Route 3 for the following three (3) courses and distances viz:

(13) South 79° 35' 40" East 120.00 feet

(14) North 10° 24' 20" East 140.00 feet and

(15) North 79° 35' 40" West 120.00 feet to the East side of Maryland Route 3, said point being on and distant 279.00 feet from the end of the fourth line of that parcel of land described in the deed mentioned above, thence running with and binding on part of said line and with all of the fifth and sixth lines of said parcels, being also the East side of Maryland Route 3,

(16) North 10° 24' 20" East 279.00 feet

(17) North 85° 45' 20" East 108.50 feet

(18) North 37° 10' 00" East 90.86 feet to the South side of Davidsonville Road (Maryland Route 424) thence running with and binding on the South side of said road, the following two (2) courses and distances viz: being also the seventh and eighth lines of that parcel of land described in the deed mentioned above,

(19) 574.26 feet along the arc of a curve to the left having a radius of 5754.58 feet and chord bearing South 55° 45' 39" East 573.92 feet

(20) South 58° 37' 09" East 62.35 feet, thence leaving the South side of said Davidsonville Road (Route 424) for the following two (2) courses and distance viz: being also all of the ninth and part of the tenth lines of that parcel of land described in the deed mentioned above,

(21) South 10° 24' 20" West 200.11 feet and

(22) South 79° 35' 40" East 180.92 feet, thence for a new line of division as now established,

(23) South 10° 24' 20" West 1021.78 feet to the place of beginning containing 25.7815 acres of land more or less as now established by C.D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith,

SAVING AND EXCEPTING THEREFROM THE FOLLOWING TWO OUT-PARCELS:

1. An out-parcel, and more particularly described as follows:

BEGINNING for said out-parcel at a point, said point being referenced the following two (2) courses and distances from the end of the Fourth or North 10° 24' 20" East 524.00 feet line of that parcel of land which by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.C.L. 2616 at Folio 60 was granted and conveyed by the Dixon Holding Company to Shopco Crofton Associates,

- (1) South 10° 24' 20" West 113.00 feet and
- (2) South 79° 35' 40" East 238.00 feet running thence with and binding on Parcel A the following four (4) courses and distances viz:

- (1) North 55° 20' 26" West 100.00 feet,
- (2) North 34° 39' 34" East 60.00 feet,
- (3) South 55° 20' 26" East 100.00 feet and
- (4) South 34° 39' 34" West 60.00 feet to the place of beginning containing 0.1377 acres of land more or less as now established by C.D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith:

II. Out-Parcel M and more particularly described as follows:

BEGINNING for said out-parcel M at a point, said point being referenced the following two (2) courses and distances from the beginning of the Second or North 10° 24' 20" East 878.35 feet line of that parcel of land which by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.C.L. 2616 at Folio 60 was granted and conveyed by the Dixon Holding Company to Shopco Crofton Associates.

- (1) North 10° 24' 20" East 129.00 feet and
- (2) South 79° 35' 40" East 174.00 feet running thence with and binding on the outline of Parcel D the following four (4) courses and distances viz:

- (1) North 10° 24' 20" East 220.00 feet,
- (2) South 79° 35' 40" East 112.00 feet,
- (3) South 10° 24' 20" West 220.00 feet and
- (4) North 79° 35' 40" West 112.00 feet to the place of beginning containing 0.5656 acres of land more or less as now established by C.D. Messick, Jr. and Associates, Inc. and shown on the plat attached hereto and intended to be recorded herewith:

BEING part of that parcel of land which by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.C.L. 2616 at Folio 60 was granted and conveyed by the Dixon Holding Company to Shopco Crofton Associates.

After filing, please return to:

Deborah Steal
444 N. Frederick Ave, Suite 200
Gaithersburg, MD 20877

PRINT OR TYPE ALL INFORMATION

278714

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES (X) NAME OF RECORD OWNER Robert E. & Ann T. Whitcomb

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

Recorded in Book 58, Page 568 on 6/30/83, I.D.#28019. <u>Wor. Co.</u>	REC. FEE 1.00
Re-recorded in Book 464, Page 108 on 7/27/83, I.D.#248307. <u>AA Co.</u>	MAIL .50
Re-recorded in Film 2598, Folio 310 on 8/10/83, I.D.#222718 (32228146) <u>SDAT</u>	TOTL 11.50
	9355000K 11.50
	18012134

Index numbers of subsequent statements (For office use only)

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

Robert F. Whitcomb and Ann T. Whitcomb
Unit No. 103, Even Keel Condominium
76th Street
Ocean City, Maryland 21842

*Let to: Md. Title
2024 Wash. St.
Annapolis, MD
21401*

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

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

RECORD FEE 1.00
POSTAGE .50
#573210 0237 R02 T15:03
09/28/89
H. ERLE SCHAFER
CLERK, DISTRICT COURT

Name & address of Secured Party

Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

Name & address of Assignee

Dominion Federal Savings & Loan Association
P.O. Box 9564
McLean, Virginia 22102

Date of maturity if less than five years

July 1, 2013

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever.

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

FILFO
APR 18 12 35 PM '88
RICHARD H. MORTIMER
CLK. CL. CT.
WOR. CO.

Describe Real Estate if applicable:

All that property lying and being situate in the Town of Ocean City in the Tenth Election District of Worcester County, Maryland, Unit 103, Even Keel Condominium, 76th Street, Ocean City, MD

*NOTE ENDORSED TO DOMINION FEDERAL SAVINGS & LOAN ASSOCIATION

Signature of Debtor if applicable (Date)

103

Signature of Secured Party if applicable (Date)

DOMINION FEDERAL SAVINGS & LOAN ASSOCIATION
Louise M. Quayle
LOUISE M. QUAYLE, ASSISTANT VICE PRESIDENT

89106

546 403 278715
FINANCING STATEMENT

- 1. X To Be Recorded in the ~~Land~~ and Financing Records of Anne Arundel County, Maryland.
- 2. To Be Recorded among the Financing Statement Records of the State of Maryland.
- 3. Not Subject to Recordation Tax.
- 4. Recordation Tax is not required to be paid on the principal amount of \$175,000.00 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)
THE CITY OF ANNAPOLIS	Municipal Building 160 Duke of Gloucester Street Annapolis, Maryland 21401

6. Secured Party	Address
FIRST NATIONAL BANK OF MARYLAND	18 West Street Annapolis, Maryland 21401

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated September 28, 1989 from Debtor(s) to Norman S. Hovermale and Donald C. Bittner, 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 land described as 723 Second

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

1
3
MAIL TO
LINDNES + BLOCHER
PO BOX 8728
SILVER SPRING MD 20907

Street, Annapolis, Maryland 21403 and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

ATTEST:

THE CITY OF ANNAPOLIS

William Tyler
WILLIAM TYLER, Treasurer

BY: Dennis M. Callahan (SEAL)
DENNIS M. CALLAHAN, Mayor

SECURED PARTY SIGNATURES:

FIRST NATIONAL BANK OF MARYLAND

Richard R. Cook

BY: Ralph W. Emerson (SEAL)
RALPH W. EMERSON, Vice President
JR.

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

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

EXHIBIT "A"

ALL OF THAT LOT, PIECE OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE CITY OF ANNAPOLIS, SIXTH ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, IN THE STATE OF MARYLAND, AND MORE PARTICULARLY DESCRIBED ACCORDING TO A PLAT AND SURVEY THEREOF MADE BY C. D. MEEKINS & ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS, IN AUGUST 11, 1989:

BEGINNING for the same at an iron pipe found at a boundary common to Lot 9, the McNasby property Lot and Fifth Street (now Second Street) and as shown on a plat dated April 21, 1916, prepared by J. Carson Boush, Surveyors and recorded among the Land Records of Anne Arundel County in Liber WNW 50, folio 99. Thence from the point of beginning so fixed, leaving said Fifth Street (now Second Street) and binding on the division line between The McNasby Property Lot and Lots 8 and 9 and with meridian referred to the City of Annapolis Grid North and as now surveyed.

(1) North 52° 07' 53" East, 50.0 ft. to an iron pipe found; thence leaving Lot 8 and binding on the division line between the McNasby Property and Lot 7, with meridian corrected as aforesaid and as now surveyed,

(2) South 37° 52' 07" East, 126.08 ft.; thence continuing

(3) South 37° 52' 07" East, 12.00 ft. to intersect the shoreline at mean high water of Back Creek; thence leaving said Lot 7 and binding on the said shoreline at mean high water, as now located and as now surveyed,

(4) South 19° 53' 53" West, 2.52 ft. to intersect the northeasternmost side of the existing one story building situated on the herein described property; thence still binding on said mean high water and binding on part of the northeasternmost side of said building as now located and as now surveyed,

(5) South 38° 37' 36" East, 44.58 ft., thence continuing along said mean high water,

(6) South 44° 18' 14" West, 48.91 ft. to intersect the northeasternmost side of Second Street, formerly Fifth Street 45 ft. right of way; thence leaving said shoreline at mean high water of Back Creek and Binding on the northeasternmost side of said Second Street,

(7) North 37° 52' 07" West, 190.66 ft. to the point of beginning. Containing 9,278 square feet of land more or less, within the bounds of this description.

89106

546 406

278716

Project Name: McNasby Oyster Company
SALT Project No.: _____

TO BE RECORDED IN:

~~(X) State Department of Assessments & Taxation~~

Financing Statement Records of Anne Arundel
County

~~(X) Land Records of Anne Arundel County~~

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

() Recording Tax on Principal Amount of \$250,000

FINANCING STATEMENT

1. Debtor(s) The City of Annapolis, Maryland
Municipal Building
160 Duke of Gloucester Street
Annapolis, Maryland 21401
ATTN: Dennis M. Callahan, Mayor

2. Secured Party: Department of Housing and Community
Development a principal department of
the State of Maryland (the "Department")
45 Calvert Street, Annapolis, Md 21401

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

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

All of the equipment supplies and other articles of
personal property described in Exhibit B.

Any award made in the nature of compensation for
condemnation or appropriation for any of the foregoing

MAIL TO
LIMONES + BLOCHER
PO BOX 8728
SILVER SPRING MD 20907

546 417

property by any governmental body, including awards or damages for matters other than a direct taking which nonetheless affect any of the foregoing property.

All rents, revenues and other moneys of whatever nature that Debtor may receive or be entitled to receive, including those now due, past due, or to become due (hereinafter called collectively "Rents") as a result of any lease or other occupancy agreement, for the occupancy or use of all or any part of the project located on the Land (the "Project"), now existing or hereafter created, and all renewals and guaranties thereof (hereinafter called collectively "Leases").

All amounts payable to or receivable by the Debtor under the terms of any contract for the construction of the Project or any surety bond issued on account of construction.

All rights under and amounts recoverable under warranties as to quality or performance of any material, part, subassembly, appliance or other component part of the Project.

All reserves created pursuant to the terms of a Deed of Trust (the "Deed of Trust") between Debtor and the Department recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, including, but not limited to, cash escrows and reserves and letters of credit.

All proceeds of casualty insurance on the Project or any part thereof.

Any real estate tax rebates or refunds which it is determined the Debtor is entitled to receive.

Any amounts in the Project accounts or funds described in the Deed of Trust.

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

See Exhibit A attached hereto.

5. Proceeds of collateral (X) are () are not covered.

6. Products of collateral (X) are () are not covered.

DEBTOR:

CITY OF ANNAPOLIS, MARYLAND,
a municipal corporation

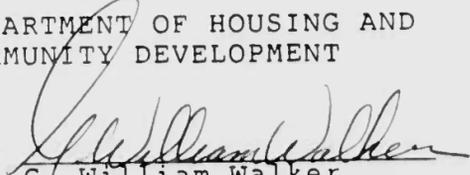
By:


Dennis M. Callahan,
Mayor

SECURED PARTY:

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

BY:


G. William Walker
Authorized Officer

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

Name and Address:

M. Margaret McFarland, Counsel
Offices of the Attorney General
Department of Housing and
Community Development
45 Calvert Street
Annapolis, Maryland 21401

Exhibit A

546-409

Description of Property

ALL OF THAT LOT, PIECE OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE CITY OF ANNAPOLIS, SIXTH ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, IN THE STATE OF MARYLAND, AND MORE PARTICULARLY DESCRIBED ACCORDING TO A PLAT AND SURVEY THEREOF MADE BY C.D. MEEKINS & ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS, IN AUGUST 11, 1989:

BEGINNING FOR THE SAME AT AN IRON PIPE FOUND AT A BOUNDARY COMMON TO LOT 9, THE McNASBEY PROPERTY LOT AND FIFTH STREET (NOW SECOND STREET) AND AS SHOWN ON A PLAT DATED APRIL 21, 1916, PREPARED BY J. CARSON BOUSH, SURVEYOR AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER W.N.W. 50, FOLIO 99. THENCE FROM THE POINT OF BEGINNING SO FIXED, LEAVING SAID FIFTH STREET (NOW SECOND STREET) AND BINDING ON THE DIVISION LINE BETWEEN THE McNASBEY PROPERTY LOT AND LOTS 8 AND 9 AND WITH MERIDIAN REFERRED TO THE CITY OF ANNAPOLIS GRID NORTH AND AS NOW SURVEYED

(1) NORTH 52° 07' 53'' EAST, 50.00 FT. TO AN IRON PIPE FOUND; THENCE LEAVING LOT 8 AND BINDING ON THE DIVISION LINE BETWEEN THE McNASBEY PROPERTY AND LOT 7, WITH MERIDIAN CORRECTED AS AFORESAID AND AS NOW SURVEYED

(2) SOUTH 37° 52' 07'' EAST, 126.08 FT.; THENCE CONTINUING

(3) SOUTH 37° 52' 07'' EAST, 12.00 FT. TO INTERSECT THE SHORELINE AT MEAN HIGH WATER OF BACK CREEK; THENCE LEAVING SAID LOT 7 AND BINDING ON THE SAID SHORELINE AT MEAN HIGH WATER, AS NOW LOCATED AND AS NOW SURVEYED

(4) SOUTH 19° 53' 53'' WEST, 2.52 FT. TO INTERSECT THE NORTHEASTERMOST SIDE OF THE EXISTING ONE STORY BUILDING SITUATED ON THE HEREIN DESCRIBED PROPERTY; THENCE STILL BINDING ON SAID MEAN HIGH WATER AND BINDING ON PART OF THE NORTHEASTERMOST SIDE OF SAID BUILDING AS NOW LOCATED AND AS NOW SURVEYED

(5) SOUTH 38° 37' 36'' EAST, 44.58 FT., THENCE CONTINUING ALONG SAID MEAN HIGH WATER

(6) SOUTH 44° 18' 14'' WEST, 48.91 FT. TO INTERSECT THE NORTHEASTERMOST SIDE OF SECOND STREET, FORMERLY FIFTH STREET 45 FT. RIGHT OF WAY; THENCE LEAVING SAID SHORELINE AT MEAN HIGH WATER OF BACK CREEK AND BINDING ON THE NORTHEASTERMOST SIDE OF SAID SECOND STREET

(7) NORTH 37° 52' 07'' WEST, 190.66 FT. TO THE POINT OF BEGINNING. CONTAINING 9,278 SQUARE FEET OF LAND MORE OR LESS, WITHIN THE BOUNDS OF THIS DESCRIPTION.

BEING AND INTENDED TO BE THE SAME PARCEL OF PROPERTY CONVEYED FROM JOHN W. TURNER AND MARY LOU TURNER TO 723 SECOND STREET JOINT VENTURE BY DEED DATED THE 13TH DAY OF FEBRUARY, 1986 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 4026, PAGE 898.

Exhibit B

546 410

Description of Equipment, Supplies,
and other Articles of Personal PropertyUPSTAIRS

Room No. 1

15 stainless oyster cans and lids - 5 gal.
 Assorted plastic oyster cans and lids
 8 chairs
 Assortment of Coca-Cola display equipment
 1 Xerox machine - not working
 1 brief case - 4 drawer file card cabinet - 1 small desk

Room No. 2

5-drawer steel security cabinet with combination locks
 1 2-door office supplies cabinet
 1 metal desk
 2 wooden desks
 3 chairs - assorted
 1 air conditioning unit, through the wall
 1 adding machine
 Assorted desk top supplies
 1 typewriter
 1 trash can

Room No. 3

1 bathroom - toilet sink, mirror, trash can
 1 small (6 gal.) electric hot water heater
 11 boxes 12 oz. oyster cans - 250 cans/box
 10 boxes 1 lb. crab meat containers, plastic
 14 boxes 1 pint glass oyster containers - 12/box
 12 boxes gal. buckets for clams, plastic - 150/box
 10 boxes clam bucket lids - 300/box
 2.5 boxes 32 oz. oyster containers - plastic
 11 boxes 8 oz. oyster containers - 600/box
 3 boxes 1/2 pint steel lids
 5 boxes pint steel lids
 1 air compressor for the oyster tank system
 1 scale - old
 2 boxes screw top oyster lids for pint jars
 6 packs 50lb. ice bags
 1 case LC410 Sweetheart plastic lids for foot containers
 4 boxes Coca-Cola Sweetheart drinking cups - 6 oz.
 1000 5 x 5 styrofoam display trays
 300 pint plastic scallop containers
 4 boxes A34 staples
 1 Montgomery Ward through the wall air conditioner

Exhibit B

546-411

Description of Equipment, Supplies and other
Articles of Personal Property, continuedGROUND FLOOR

Room No. 5

- 1 walk-in, sub-zero freezer - completely new - installation
1987 - working
- 3-compartment stainless steel sink, not hooked up

Room No. 6 - Ice Room

Room No. 7 - Junk Room

- 1 250 gal. fuel oil storage tank
- 1 work bench
- 1 desk for junk

Room No. 8

- 1 steam boiler furnace
- 2 4-bushel retort chambers - disconnected, but working &
inspected 1987
- 1 2-bushel retort chamber - disconnected, but working &
inspected 1987
- Overhead rail to carry baskets for retorts
- 3 baskets for retort chambers

Room No. 9

- 1 steam boiler - disconnected

Room No. 10

- 1 Scotchman ice machine - not working
- 1 5-drawer metal file cabinet
- 1 4 drawer metal file cabinet
- 1 2-drawer metal file cabinet
- 5 rolls of link belt for the conveyor systems

Room No. 11

- 5 plastic and stainless chairs
- 4 stainless steel picking tables (wall mounted)
- 1 galvanized table
- 1 sink
- 1 towel dispenser
- 1 soap dispenser
- 1 air conditioner, through the wall - not working
- Assorted stainless steel pans

Exhibit B

Description of Equipment, Supplies and other
Articles of Personal Property, continued

Room No. 12

- 1 3-compartment sink
- 1 packing machine for crab meat/oyster, lid compression machine

Room No. 13

- 40' long oyster shucking table w/conveyors and chipper
- 1 conveyor belt, 16' long, through the wall
- 1 conveyor belt, 6' long
- 1 stainless steel sink unit and cabinet, not hooked up
- 1 3-compartment sink
- 2 stainless steel tables, 3'x9'
- 1 pressure boiler - disconnected
- 1 hand sink
- 1 towel dispenser

Closet area off of Room No. 13

Large box odor control granules

Room No. 14

- 2 open topped stainless steel steamers
- 1 3-compartment sink
- 1 stainless sink with stainless spray attachment
- 1 hand sink
- 1 small walk-in cooler
- 2 stainless steel service tables

Room No. 15

- 2 100 gal. stainless steel oyster blow tanks
- 1 4'x8' stainless steel double table
- 1 stainless steel straight table with back splash
- 1 oyster skimming table
- 1 sink
- 2 homemade wood carts on wheels, 2'x3'
- 1 wall mounted sink
- 1 towel cabinet
- 1 hand soap dispenser
- 1 air conditioner, through the wall

Exhibit BDescription of Equipment, Supplies and other
Articles of Personal Property, continued

Room No. 16

2 lay down fish cases for use w/ice only (no compressor)
1 3-door freezer unit - needs repair
2 Coca-Cola display marquis
1 corner shelf
2 overhead 5-bladed fans
1 air conditioner, through the wall
1 Coca-Cola display shelf unit

Room No. 17 and 18

1 floor heater
1 small metal desk
1 office chair
1 time clock
1 time card holder
1 4-drawer file cabinet
1 upright metal file cabinet
1 3-seat bench
1 bathroom, sink, toilet, mirror, towel holder, soap
dispenser

Room No. 19

1 large walk-in cooler
1 small walk-in cooler
1 2 door freezer unit - not working
1 power washer (outside)
1 desk
1 conveyor hopper for oysters
1 air compressor that runs hopper - needs repair

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

546 414

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 257712 recorded in Liber 487, Folio 473 on July 31, 1985 (date).

1. DEBTOR(S):
 Name(s): Anne Arundel Associates, Inc.
 t/a V.J.G.'s Rib Inn and Liquor Mart
 Address(es): 722 Generals Highway
 Millersville, Maryland 21108

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
 Baltimore, Maryland 21201

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

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.

9. DEBTOR:
 Anne Arundel Associates, Inc.
 t/a V.J.G.'s Rib Inn and Liquor Mart
 By: _____

SECURED PARTY:
 EQUITABLE BANK, National Association
 By: Dennis L. Peters
 Dennis L. Peters, Assistant Vice President
 (Type Name and Title)

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

546 WE 415

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 262210 recorded in Liber 498, Folio 507 on June 6, 1986 (date).

1. DEBTOR(S)
Name(s) Anne Arundel County, Maryland
Address(es) Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attn: Director of Administration

2. SECURED PARTY
Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, Maryland 21201

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

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.

9. DEBTOR:
Anne Arundel County, Maryland
By: _____

SECURED PARTY:
EQUITABLE BANK, National Association
By: *Dennis L. Peters*
Dennis L. Peters, Assistant Vice President
(Type Name and Title)

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

546 416

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 257819 recorded in Liber 488, Folio 83 on August 8, 1985 (date).

1. DEBTOR(S):
 Name(s): Vincent M. Malanaphy, Joseph A. Weber and George R. Thompson
 Address(es): 722 Generals Highway
 Millersville, Maryland 21108

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
 Baltimore, Maryland 21201

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

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.

9. DEBTOR:

Vincent M. Malanaphy

Joseph A. Weber

George R. Thompson

SECURED PARTY:

EQUITABLE BANK, National Association

By Dennis L. Peters

Dennis L. Peters, Assistant Vice President
 (Type Name and Title)

MMT/09-13-89
8927Q

278717

546 417

- To be recorded
- (1) in the Land Records of Anne Arundel County, Maryland;
 - (2) in the Financing Statement Records of Anne Arundel County, Maryland;
 - (3) with the Maryland State Department of Assessments and Taxation

Not subject to recordation tax
Principal amount is \$890,000.00

RECORD FEE 27.00
POSTAGE .50
HJ74070 0237 R02 155451
09/29/89
H. ERLE SCHIFFER
AA CO. CIRCUIT COURT

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

FINANCING STATEMENT

- | | |
|---|---|
| 1. Debtor: | Mailing Address of Debtor: |
| TRIPLE BROOK PARTNERSHIP,
a general partnership
organized and existing
under the law of Maryland | One Triple Brook
Easton, Maryland 21601 |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO.,
a banking corporation
organized and existing
under the law of Maryland, | 111 Water Street
Baltimore, Maryland 21202 |

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All chattels, furniture, fixtures, building materials, fittings, furnishings, appliances, apparatus, equipment, machinery and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in the land which is described in Exhibit A hereto or any part thereof and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all trade and other equipment, appliances and fixtures, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing,

23:33

25.50



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

3.2. All earnings, revenues, rents, issues, profits, security deposits, proceeds of insurance and other income of and from the said land and other collateral, and all present and future accounts, contract rights, permits, licenses, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement of even date herewith given by the Debtor to Arthur L. Silbur and Patricia A. Jenkins, trustees for the Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said Deed of Trust and Security Agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$890,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note and under all other documents evidencing, securing or otherwise delivered in connection with such debt, and further agree that this

MMT/09-13-89
8927Q

546 419

Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

WITNESS or ATTEST:

TRIPLE BROOK PARTNERSHIP, a general partnership organized and existing under the law of Maryland,

Melinda Thompson

By: [Signature] (SEAL)
Name: David Coe
Title: partner

THE DEBTOR

Date: Sept 13, 1989

[After filing, please return to M. Melinda Thompson, Esquire, Frank, Bernstein, Conaway & Goldman, Suite 700, American City Building, Columbia, Maryland 21044.]

MMT/09-13-89
8927Q

FINANCING STATEMENT

546 420

by

TRIPLE BROOK PARTNERSHIP, Debtor

as security for

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

546 421

SCHEDULE A

BEING KNOWN AND DESIGNATED as Lots 1, 2, and 4 through 10, inclusive, and the Recreation Area and Open Space area as shown on the plat entitled "MT. OAK ESTATES", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 119, pages 26 and 27.

BEING a portion of the property which was granted and conveyed by Catherine S. Gross unto Lovell Regency Homes Limited Partnership, by deed dated June 6, 1989 and recorded among the Land Records of Anne Arundel County, State of Maryland, in Liber 4865, page 222.

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

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

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

This financing statement Dated 09-26-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KIMBERLY A. THOMAS
Address 2196 HALLMARKJ COURT GAMBRIILLS, MD. 21054



2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address BOX 635 ANNAPOLIS RD LANHAM, MD 20706

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .30
RECORDED BY 803 11-32
10/02/89
H. LYLE SUMNER

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

3. Maturity date of obligation (if any)

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

Dining rm 200yr old 6 chairs sideboard
rowing machine
19" Toshiba TV
Brother typewriter

Name and address Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER PERSONAL CONSUMER 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)

Signature of Debtor

KIMBERLY A. THOMAS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

SUSAN MATHEWS

Type or Print Above Signature on Above Line

Handwritten notes: 11, 14, 90



546-423

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276527

RECORDED IN LIBER 538 FOLIO 428 ON 3-7-89 (DATE)

1. DEBTOR

Name Champion Realty, Inc.

Address 541-B Baltimore Annapolis Blvd. Severna Park, Md 21146

2. SECURED PARTY

Name Second National Federal Savings Bank

Address P.O. Box 2558 Salisbury, Md 21801

Attn: Gwen D. 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 checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ML

RECORD FEE 10.00
POSTAGE .50
RECORDED BY TT #03 11-1-82
10/27/87
H. EYLE SCHAFER
AA CO. CIRCUIT COURT

Dated 9-28-89

Joy J. Custis
(Signature of Secured Party)

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

1550

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. 340,000.00

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

This financing statement Dated 9/26/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FLECK MACHINE COMPANY
Address 7177 RIDGE ROAD, HANOVER, MD 21076

2. SECURED PARTY

Name ELKRIDGE NATIONAL BANK
Address 7290 MONTGOMERY ROAD, ELKRIDGE, MD 21227



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

3. Maturity date of obligation (if any) OCTOBER 1, 1996

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

LEBLOND MAKIMO MC65-A60 HORIZONTAL MACHINING CENTER, SERIAL #652 INCLUDING ACCESSORIES AND TOOLING

CHECK THE LINES WHICH APPLY

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

(If 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)

XX (Products of collateral are also covered) FLECK MACHINE COMPANY

BY: James B. Fleck (Signature of Debtor) JAMES B. FLECK, PROPRIETOR

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ELKRIDGE NATIONAL BANK

X A.W. Emmons III (Signature of Secured Party)

A. W. EMMONS, III, VICE PRESIDENT

Type or Print Above Signature on Above Line

Handwritten notes: 2380

546 425

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

1. Debtor(s) (Last Name First) and address(es) ANDREW + Elizabeth Tomlinson 1192 East Monogay Ln Crownsville, MD 21032	2. Secured Party(ies) and address(es) Schriener's 2916 Annandale Rd. FALLS Church, VA 22042	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 1 - Snowmobile Cabaret 724 (Ravel)		5. Assignee(s) of Secured Party and Address(es) Chrysler First Financial Svcs Corp. 6225 Brandon Ave #205 Springfield, Va. 22150

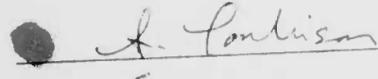
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

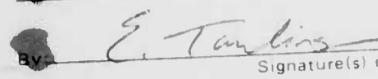
already subject to a security interest in another jurisdiction when it was brought into this state

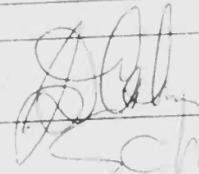
which is proceeds of the original collateral described above in which a security interest was perfected

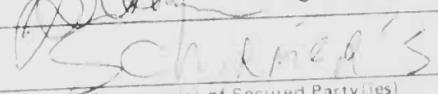
Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

 Andrew Tomlinson

 Elizabeth Tomlinson
Signature(s) of Debtor(s)

 Doug Cashmere

By  Doug Cashmere
Signature(s) of Secured Party(ies)

12.50

STANDARD FORM - FORM UCC-1.

546 426

278721

427 ARCO 9/22/89

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 9/18/89 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. 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 12/29/88, Schedule # 03, dated 9/14/89 between Assignor as Lessor and LEASE ACCOUNT # 222188 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 9/18/89 between Assignor and Assignee:

1 (one) Komatsu Forklift FD40T2-4 S/N 122889

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

John S. Tuccillo VP
(Signature of Secured Party)

(Signature of Secured Party)

John S. Tuccillo VP

Type or Print Above Name on Above Line

Filed in the state of Maryland

11/89

278702

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 Julian Burch Beard Jr.
Address 2744 S. Haven Rd. Annapolis, Md. 21401

2. SECURED PARTY

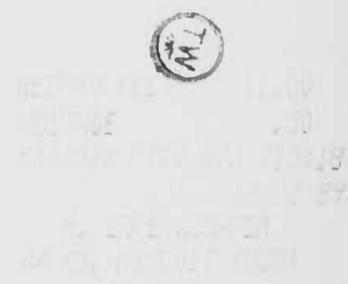
Name Outdoor Power
Address 1915 Lincoln Dr.
Annapolis, Md. 21401

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

3. Maturity date of obligation (if any) _____

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

- 1 New John Deere F930 Front Mower MOF930X595081
- 1 New John Deere 72" Mower MO1002X595575



CHECK (X) 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)

Julian Burch Beard Jr.
(Signature of Debtor)

Julian B. Beard Jr.
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

11.50

To Be Recorded: Subject to Recording Tax
 - Land Records of Anne Arundel On Principal Amount of
 County \$65,000.00 Which Was
 X Chattel Records of Anne Paid To The Clerk of The
 Arundel County Court of Anne Arundel
 - State Department of County Upon the Filing of
 Assessments and a Purchase Money Mortgage.
 Taxation

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

1. DEBTOR: CLIFTON A. JOHNSON
 1229 Madison Street
 Annapolis, MD 21403



2. SECURED PARTY: THE ANNAPOLIS BANKING AND TRUST COMPANY
 Church Circle
 Annapolis, MD 21401
 Attn: Commercial Loan Dept.

RECORD FEE 17.00
 POSTAGE .20
 10/12/87
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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.

(750

- b. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Mortgage or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - c. 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.
 - d. 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.
 - e. 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 Mortgage of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Secured Party. The Debtor is the record owner of the Real Property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

SECURED PARTY:

THE ANNAPOLIS BANKING AND
TRUST COMPANY

Clifton A. Johnson
Clifton A. Johnson

By: William A. Busch
Vice President

Date: September 22, 1989

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

The Annapolis Banking and Trust Company
Church Circle
Annapolis, MD 21401
Attn: Commercial Loan Department

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Condominium Unit No. L-8, Building 1, as shown and pursuant to the plans shown by a certain "Plat of Condominium Subdivision" entitled "ARUNDEL PLAZA CONDOMINIUM", which is recorded among the Plat Records of Anne Arundel County in Condominium Plat Book 1, pages 13 and 14 and pursuant to Master Deed recorded among the aforesaid Land Records in Liber W.G.L. 2728, folio 5, the By-Laws recorded among the aforesaid Land Records in Liber W.G.L. 2728, folio 17 and Declaration of Covenants, Conditions and restrictions recorded in Liber W.G.L. 2728, folio 46. TOGETHER with a .04258 percentage interest for Unit L-8 in the Common Elements described in said Declaration recorded in liber W.G.L. 2728, folio 5.

- () TO BE RECORDED WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
- (X) TO BE FILED IN THE FINANCE RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND (7)
- () TO BE RECORDED IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
- () TO BE FILED WITH THE STATE CORPORATION COMMISSION, RICHMOND, VIRGINIA
- () TO BE FILED IN THE FINANCE RECORDS OF FAIRFAX COUNTY, VIRGINIA

FINANCING STATEMENT

Dated: September 28, 1989

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

DEBTOR: FORT MEADE II LIMITED PARTNERSHIP,
a Maryland limited partnership

ADDRESS OF DEBTOR: 7601 Lewinsville Road
Suite 300
McLean, Virginia 22102 (TW)

SECURED PARTY: GENERAL ELECTRIC CAPITAL
CORPORATION

ADDRESS OF SECURED PARTY: Two Galleria Tower
13455 Noel Road
Suite 1750
L.B.# 24
Dallas, Texas 75240
Attention: Investment Manager,
Residential Construction Lending

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

(i) all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or at any time hereafter owned by Debtor and now or hereafter attached to, contained in, or used in connection with the real property described in Exhibit A attached hereto (the "Premises") or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades,

18 sc

blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Premises; without limiting the foregoing, all of Debtor's present and future "fixtures," "equipment" and "general intangibles" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State wherein the Premises are located) (the Premises and said fixtures and articles of personal property and said "fixtures," "equipment" and "general intangibles" are hereinafter sometimes called the "Mortgaged Property");

(ii) all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect all of the rents, receipts, issues, and profits payable thereunder;

(iii) all unearned premiums accrued, accruing, or to accrue under insurance policies now or hereafter obtained by Debtor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property 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 Mortgaged Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise of all or any part of the Mortgaged Property or any easement therein, including awards for any change of grade of streets;

(iv) all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by or released to Debt or constructed, assembled or placed by Debtor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be;

(v) all deposits held by Secured Party for use in the payment of real property taxes, insurance premiums or other charges due in connection with the Mortgaged Property; and

(vi) all architectural, engineering and similar plans, specifications, drawings, renderings,

profiles, studies, shop drawings, reports, plats, surveys and the like; all building permits, certificates of occupancy and the like; and all guaranties and warranties relating to the Mortgaged Property or appurtenant facilities erected or to be erected;

(vii) all agreements now or hereafter entered into in connection with the construction, use and operation of the Mortgaged Property or any part thereof, including without limitation, engineer's agreements and construction contracts and subcontracts; and

(viii) the proceeds of any disposition of all or any of the property described above to the full extent that such security interest is provided for or permissible under the laws of the State of Maryland.

II. The above-described goods, property, interest and rights are located or relate to the Mortgaged Property and the improvements now or hereafter existing therein, situated, lying and being in Anne Arundel County, Maryland.

III. This Financing Statement publicizes (i) the First Deed of Trust and Security Agreement dated as of even date herewith from Debtor to certain trustees named therein for the benefit of Secured Party, and recorded among the Land Records of Anne Arundel County, Maryland, and (ii) the Collateral Assignment of Project Documents dated as of even date herewith from Debtor to Secured party.

IV. Proceeds of the collateral are also covered.

DEBTOR:

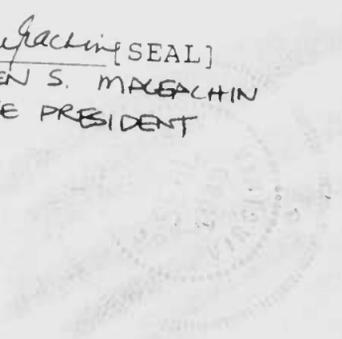
FORT MEADE II LIMITED PARTNERSHIP,
a Maryland limited partnership

WITNESS:

By: NVHL, Inc.,
a Virginia corporation
Sole General Partner

Gayden Gullledge

By: Karen S. Mangelchin [SEAL]
Name: KAREN S. MANGELCHIN
Title: VICE PRESIDENT



SCHEDULE A

546 - 435

LOTS 91 THROUGH 158, AND PARCELS D, E & F, AS SHOWN ON A PLAT OF SUBDIVISION ENTITLED "P.U.D. - PLATS TWELVE, THIRTEEN AND FOURTEEN - PARCEL ONE - TOWNHOUSES - SEVEN OAKS", AS PER PLATS THEREOF RECORDED IN PLAT BOOK 116 AT PLAT NO'S. 29 THROUGH 31. AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND, RESUBDIVISION OF PARCEL "F" AS SHOWN ON PLAT ENTITLED "P.U.D. REVISED PLAT 14 - PARCEL 1 - 3 - TOWNHOUSES - SEVEN OAKS" AS PER PLAT BOOK 119 PAGE 44.

Together with the terms, covenants, easements and agreements set forth in Liber 4391 at Folio 521, Liber 4654 at Folio 795, Liber 4777 at Folio 129, as modified by Amendment to Declaration recorded in Liber 485 at Folio 392, and further modified by Supplemental Declaration recorded in Liber 4854 at Folio 498, Liber 4858 at Folio 661, Liber 4858 at Folio 679 and Liber 4860 at Folio 652.

546 436

278725

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 08-11-1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: Annapollitan, Inc. 413 Fourth Street Annapolls, MD 21403	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party Bay National Bank 2661 Riva Road Annapolls, MD 21401	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):

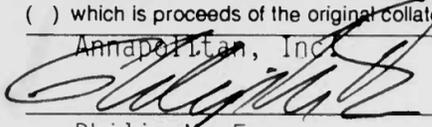
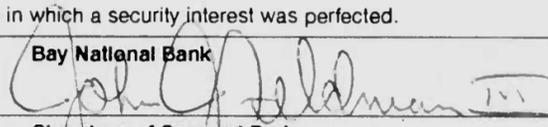
All inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$ _____

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

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected.

Annapollitan, Inc.  Philip M. Evans, President	Bay National Bank  Signature of Secured Party
--	---

11-5



FINANCING STATEMENT

546 437

AACo.

278757

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Shelton & Shelton, Inc., a Maryland corporation
2225 B Defense Highway
Crofton, MD 21114

2. NAME AND ADDRESS OF SECURED PARTY:

Bay National Bank
2661 Riva Road
Annapolis, MD 21401

3. This Financing Statement covers all:

(except licensed business automobiles)

X Machinery, equipment, fixtures and furniture ^{now owned or hereafter} acquired, together with attachments, accessories, etc. and proceeds.

X Inventory, raw materials, ^{work in process, supplies} etc., including after acquired and proceeds.

X Accounts, including after acquired and proceeds.

X Contract rights, including after acquired and proceeds.

_____ Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.

_____ Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

RECORD FEE 11.00

RECORD TAX 294.00

POSTAGE .50

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

#15580 1055 204 713406

5. This transaction is ^{partially} ~~is not~~ exempt from the recordation tax. Principal amount of the Debt is \$ 42,000.00.

10/03/89

subject to recordation tax

H. ERIC SPINER

DEBTOR:

SHELTON & SHELTON, INC., a Maryland corporation

2d CD. CIRCUIT COURT

By: [Signature] (SEAL)
Fred D. Shelton, President

AFTER RECORDATION RETURN TO:

M. Willson Offutt, IV, Esquire
Blumenthal, Wayson, Downs & Offutt, IV
P.O. Box 868, 121 Cathedral Street
Annapolis, MD 21404-0868

1100
29400
20/12
20



AMN430501.F15
9171.W
09/25/89

FINANCING STATEMENT

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: Attman Construction Co., Inc.
7779 New York Lane
Glen Burnie, Maryland 21601
Attn: Leonard J. Attman,
President
- 2. NAME AND ADDRESS OF SECURED PARTY: Maryland National Bank
10 Light Street - 19th Fl.
Baltimore, Maryland 21601
Attn: Real Estate
Industries Group

RECORD FEE 29.00

POSTAGE .50

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

ES 804 11215
10/03/89

(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,

29.00



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 27, 1989 (the "Deed of Trust") executed by the Debtor for the benefit of Constance M. Creamer and Margaret D. Kirmil, as Trustees, and the Secured Party.

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

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

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

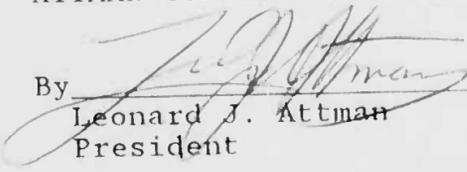
to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

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. Recordation tax on the principal sum of \$844,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recordation of the Deed of Trust.

ATTMAN CONSTRUCTION CO., INC.

By


Leonard J. Attman
President

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

Susan Zimmerman Whitman, Esq.
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

PROPERTY DESCRIPTION

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

BEING FOR THE FIRST PART:

BEGINNING at a rebar set along the eastern right-of-way line of Oakwood Road, being distant 40.00 feet east of Base Line Station 7+60.33, as shown on Anne Arundel County Department of Public Works, Plat 1, Section 1, Oakwood Road Extended, Plat No. 23413, said point also being located along the seventh or North 83° West 957 feet line of the fourth described parcel of land in a conveyance from George Sachse, Trustee, unto Emma E. Wengert, et al, by a deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 872, folio 377, etc., being distant as now surveyed, South 89°30'46" East 86.25 feet, reversely, from the end thereof, thence leaving said seventh line and running through said fourth parcel, along said eastern right-of-way line of Oakwood Road, as now surveyed by STV/LYON ASSOCIATES, with all bearings being referred to the Grid Meridian as established by the Maryland State System of Plane Coordinates, the eight following courses and distances by a curve to the right having,

1. A radius of 1,673.04 feet, an arc length of 58.97 feet, said curve being subtended by a chord bearing North 02°16'57" West 53.96 feet to a rebar set thence,
2. North 51°16'13" East 31.64 feet to a rebar set thence,
3. North 00°45'24" East 173.43 feet to a rebar set, thence by a curve to the right having,
4. A radius of 1,653.04 feet, an arc length of 26.70 feet, said curve being subtended by a chord bearing North 05°52'46" East 26.70 feet to a rebar set at a point of tangency thence,
5. North 06°20'33" East 22.33 feet to a rebar set thence,
6. North 09°36'12" West 36.40 feet to a rebar set thence,
7. North 08°04'41" East 165.08 feet to a rebar set thence,
8. North 65°58'20" East 7.72 feet to a wooden stake heretofore set, (now replaced with a rebar set), to intersect the southern right-of-way line of Access Ramp No. 4 of the aforesaid Maryland Route No. 100, as improved, thence running with and binding on said southern right-of-way line, as now surveyed, the two following courses and distances,

9. North $77^{\circ}44'12''$ East 103.29 feet to a wooden stake heretofore set, (now replaced with a rebar set) thence,
10. North $83^{\circ}11'49''$ East 152.51 feet to a rebar set 41.00 feet south of Base Line Station 13+00 of said Access Ramp No. 4, as shown on State Roads Commission of Maryland Right-of-Way Plat No. 25631, thence continuing along the southern right-of-way line of said Access Ramp No. 4, as shown on said plat, the three following courses and distances.
11. South $87^{\circ}57'05''$ East 197.23 feet to a rebar set, thence by a curve to the right having,
12. A radius of 1,018.14 feet, an arc length of 194.07 feet, said curve being subtended by a chord bearing South $89^{\circ}59'28''$ East 193.77 feet to a wooden stake heretofore set, (now replaced with a rebar set), thence,
13. South $85^{\circ}32'38''$ East 120.71 feet to a point to intersect the sixth line of the aforementioned fourth parcel of land unto Emma E. Wengert, et al, thence leaving said Maryland Route No. 100 and running with and binding on a portion of said sixth line, viz;
14. South $05^{\circ}30'46''$ East 535.31 feet to a point, to the beginning of the aforementioned seventh line, thence along a portion of same, viz;
15. North $89^{\circ}30'46''$ West 870.28 feet to the point of beginning ... containing 10.0285 acres of land, more or less.

BEING FOR THE SECOND PART:

BEGINNING at a rebar set along the westerly right-of-way line of Oakwood Road, being distant North $83^{\circ}39'28''$ West 91.75 feet, as now surveyed, from Base Line Station 3+92, as shown on Anne Arundel County Department of Public Works, Plat 1, Section 1, Oakwood Road Extended, Plat No. 23413, said point also being located along the second or North 17° East 551.1 feet line of the fourth described parcel of land in a conveyance from George Sachse, Trustee, unto Emma E. Wengert, et al, by a deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 872, folio 377, etc., being distant, as now surveyed, North $12^{\circ}24'36''$ East 233.04 feet from the beginning thereof, thence leaving said second line and running with and binding on the westerly right-of-way line of said Oakwood Road, as now surveyed by STV/LYON ASSOCIATES, with all bearings being referred to the Grid Meridian as established by the Maryland State System of Plane Coordinates, the two following courses and distances,

1. South $83^{\circ}39'28''$ East 26.75 feet to a rebar set, thence,
2. South $08^{\circ}50'37''$ West 109.23 feet to a rebar set, thence along a fillet between said Oakwood Road and Hospital Drive, as shown on said Plat No. 23413, viz;

- 546 443
3. South $38^{\circ}57'15''$ West 55.05 feet to a rebar set, to intersect the northerly right-of-way line of Hospital Drive, distant 60 feet northerly, measured at right angles, from Base Line Station 1+00 as shown on said Plat No. 23413, thence along said northerly right-of-way line of Hospital Drive, viz;
 4. South $80^{\circ}45'43''$ West 9.45 feet to a rebar set, to intersect the aforementioned second line, thence leaving Hospital Drive and running with and binding on a portion of said second line, viz;
 5. North $12^{\circ}24'36''$ East 158.93 feet to the point of beginning ... containing 4,286.56 square feet or 0.0984 acre of land, more or less.

The herein-described two parcels of land BEING a portion of the fourth described parcel of land in a conveyance from George Sachse, Trustee, unto Emma E. Wengert, et al, by a deed dated October 4, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 872, folio 377, etc.

BEING FOR THE THIRD PART:

BEGINNING at a steel reinforcing rod (rebar) now set along the southwestern right-of-way line of Maryland Route No. 100, located South $24^{\circ}22'18''$ West 142.00 feet, as now surveyed, from Base Line Station 123+16.04, as referenced to State Road Commission of Maryland Right-of-Way Plat No. 25632, said point of beginning being located along the third or South $35^{\circ}45'$ West 929 feet line of that same tract of land as described in a conveyance from Anna R. Kimmel unto Marcus F. Wengert and Mary A. Wengert, by a deed date July 14, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 418, folio 041, etc. thence leaving said Maryland Route No. 100 and running with and binding on a portion of said third line, as now surveyed, with bearings being referred to the Grid Meridian as established by the Maryland State System of Plane Coordinates viz;

1. South $30^{\circ}15'27''$ West 75.28 feet to a rebar set at the end of the aforesaid third line, thence running with and binding on the fourth line of the aforesaid conveyance, and continuing along the second line, recited as "running along the fourth line of Harbourne, which is the southern boundary of the Curtis Creek Furnace Mining and Manufacturing Company, to the southwest corner of a lot surveyed for George Wengert containing thirteen and one half acres," of that same tract of land as described in a conveyance from William F. Kuethe and wife unto Frederick H. Wengert and Mary A. Wengert, by a deed dated September 18, 1924 and recorded among said Land Records in Liber W.N.W. No. 97, folio 495, etc., respectively, in all,
2. North $88^{\circ}30'46''$ West 1,031.50 feet to a point at the end of the first line of the aforesaid tract unto Frederick H. Wengert and Mary A. Wengert, thence reversely with a portion of said first line, viz;
3. North $05^{\circ}30'46''$ West 535.31 feet to a point to intersect the southwestern right-of-way line of Access Ramp No. 4 of the aforesaid Maryland Route No. 100, thence along same, the two following courses and distances,
4. South $85^{\circ}32'38''$ East 22.54 feet to a rebar set, thence by a curve to the right having,

5. A radius of 1,033.14 feet, an arc length of 53.32 feet, said curve being subtended by a chord bearing South $74^{\circ}05'13''$ East 53.31 feet to a wooden stake heretofore set (now replaced with a rebar set) which point marks the end of said Access Ramp No. 4, located South $17^{\circ}23'29''$ West 118.00 feet from Base Line Station P.O.C. 111+50.01, at a point of compound curvature, thence running with and binding on the southwestern right-of-way line of Maryland Route No. 100, as shown on S.R.C. Right-of-Way Plat Nos. 25631 and 25632, the eight following courses and distances by a curve to the right having,
6. A radius of 2,746.77 feet, an arc length of 191.76 feet, said curve being subtended by a chord bearing South $70^{\circ}36'31''$ East 191.72 feet to a rebar set thence,
7. South $52^{\circ}22'09''$ East 98.90 feet to a rebar set, thence by a curve to the right having,
8. A radius of 2,720.77 feet, an arc length of 46.55 feet, said curve being subtended by a chord bearing South $66^{\circ}07'06''$ East 46.55 feet to a rebar set at a point of tangency thence,
9. South $65^{\circ}37'42''$ East 200.98 feet to a rebar set thence,
10. South $73^{\circ}58'20''$ East 303.21 feet to a rebar set thence,
11. South $65^{\circ}37'42''$ East 150.00 feet to a rebar set thence,
12. South $48^{\circ}20'48''$ East 141.38 feet to a rebar set thence,
13. South $65^{\circ}37'42''$ East 31.04 feet to the point of beginning ... containing 7.9186 acres of land, more or less.

BEING a portion of those same tracts of land as described in a conveyance from Melvin J. Wengert, et al, unto Melvin J. Wengert, et al, by a deed dated July 19, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 2516, folio 148, etc.

RETURN TO:
BAY TITLE COMPANY
P. O. Box 3323
222 Severn Avenue
Annapolis, Maryland 21403

278729

546 445

T508029

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Ross J. Van Antwerp Kathleen S. Van Antwerp t/a Preventive Care Health Center	484A Ritchie Highway Severna Park, Maryland 21146

SECURED PARTY

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

Attach separate list if necessary

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

All equipment, inventory, leasehold interest, and accounts receivable owned or hereafter acquired by Debtor, and all proceeds (cash and non-cash) therefrom.

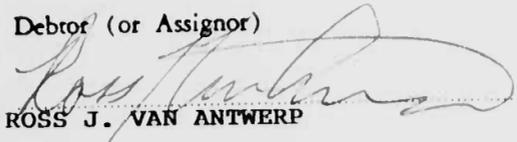
- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

484A Ritchie Highway
Severna Park, Maryland 21146

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

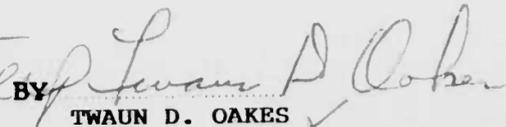
- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 15.00
 10/03/87
 H. GALE SUMNER
 ANNO. CIRCUIT COURT

Debtor (or Assignor)

 ROSS J. VAN ANTWERP

Secured Party (or Assignee)
 FARMERS NATIONAL
 BANK OF MARYLAND

KATHLEEN S. VAN ANTWERP

 BY 
 TWAUN D. OAKES

Type or print names under signatures

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

Boed

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records and Financing Statement Records of Anne Arundel County, Maryland.
- 2. To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 3. Not Subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$92,600.00 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

THOMAS C. HOLDER 2021 Homewood Road
 MARY CLARE HOLDER Annapolis, Maryland 21402

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 September 20, 1989 from Debtor to William A. Busik and Randall M. Robey, Trustees (the Purchase Money Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that, pursuant to the Purchase Money Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

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

1400
 8

AB004 85

RECEIVED
 SEP-20 1989
 H. ERNE SCHAFER
 MD CO. CIRCUIT COURT

DEBTOR:

SECURED PARTY:

THOMAS C. HOLDER
MARY CLARE HOLDER

THE ANNAPOLIS BANKING AND
TRUST COMPANY

Thomas Holder (SEAL)
THOMAS C. HOLDER

BY: *William A. Busik* (SEAL)
WILLIAM A. BUSIK
Vice President

Mary Clare Holder (SEAL)
MARY CLARE HOLDER

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 S17 of a Condominium Regime known as "THE RENARD COURT CONDOMINIUM", as the same is established by a Condominium Declaration, dated July 28, 1988, and recorded on the 2nd day of August, 1988, in Liber HES 4660, folio 50, as shown on the Plat(s) of THE RENARD COURT CONDOMINIUM, PHASE II, an Office/Warehouse Condominium, recorded in Condominium Plat Book No. 39, Pages 44 through 46, Plats Nos. E-1944 and E-1946, all inclusive, and First Amendment to Declaration dated November 21, 1988 and recorded on November 21, 1988, in Liber 4740, folio 309, and First Amendment to Renard Court Condominium By-Laws, dated February 2, 1989 and recorded among the Land Records in Liber HES 4787, folio 235, all among the Land Records of Anne Arundel County, Maryland

TOGETHER with an undivided percentage interest in the common elements of said Condominium in fee simple, pursuant to Condominium Declaration and By-Laws and First Amendment to Declaration recorded among the aforesaid Land Records.

FINANCING STATEMENT

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
 POSTAGE .50
 #576920 0237 R02 114:58
 10/03/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

- | | |
|--|--|
| 1. Borrower and Address | 2. Secured Party and Address |
| Gourmet Plus, Inc.
t/a The Cheese Connection
Annapolis Market House
Annapolis, Maryland 21401 | Unlimited Connection, Inc.
1023 Landon Lane
Arnold, Maryland 21012 |

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 Borrower's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacement(s), used in or related to the conduct of the grocery and market known as West River Market, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever:

B. All of the inventory of the Borrower, 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 Borrower's present and future accounts receivable, contract rights, rents, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products 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. See attached Exhibit A Schedule of Property.

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.

RETURN TO:
 HILLMAN, BROWN & DARROW
 221 DUKE OF GLOUCESTER ST.
 ANNAPOLIS, MD. 21401

5. This transaction (is) (is not) exempt from the recordation tax (Maryland)
Principal amount of debt initially incurred is: \$39,000.00. *paid To Assessments & Taxation*

BORROWER:

GOURMET PLUS, INC.

By: *Francis Curran*
Francis Curran, President

10/2/89
Date Signed by Borrower

SECURED PARTY:

UNLIMITED CONNECTION, INC.

By: *Richard H. Rogers*
Richard H. Rogers, President

BARBORA

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.

RETURN TO:
HILLMAN, BROWN & DARROW
221 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD. 21401

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

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

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

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

1. DEBTOR

Name D+B Trash Removal Inc.
Address 51 E. Lake Drive Annapolis, MD 21403

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.
Address 225 West 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)

2 Pudeco 15 c.y. roll-off containers
S/N 62569 62562



NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER

RECORD FEE 11.00
470711 0117 ROB T15426
10/03/89
H. ERLE SCHAFER
MD 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)

David S. Jones PRESIDENT
(Signature of Debtor)

DAVID S. JONES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/89

T. Banks
(Signature of Secured Party)

T. BANKS
Type or Print Above Signature on Above Line



278733

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

- (1) the Financing Statement Records of the State Department of Assessments and Taxation;
- (2) the Financing Statement Records of the Circuit Court for Baltimore City, Maryland;
- (3) the Land Records of the Circuit Court for Baltimore City, Maryland;
- (4) the Financing Statement Records of the Circuit Court for Anne Arundel County, Maryland; and
- (5) the Financing Statement Records of the Circuit Court for Baltimore County, Maryland



RECORD FEE 18.00
 POSTAGE .50
 #467870 CITT REC FIVE
 10/03/87
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

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

- 1. NAME AND ADDRESS OF DEBTOR: HARBOR CITY PARTNERSHIP
t/a HARBOR CITY BAKE SHOPS
2610 Georgetown Road
Baltimore, Maryland 21230

and

503 Russell Street
Baltimore, Maryland 21230
(herein, the "Debtor")
- 2. NAME AND ADDRESSES OF SECURED PARTY: MARYLAND INDUSTRIAL DEVELOPMENT
FINANCING AUTHORITY
217 East Redwood Street
Baltimore, Maryland 21202
(herein, the "Issuer")
- 3. NAME AND ADDRESS OF ASSIGNEE OF THE ISSUER: THE FIRST NATIONAL BANK OF MARYLAND,
as Trustee
25 South Charles Street
Baltimore, Maryland 21201
(herein, the "Assignee")

RETURN TO:
 CHICAGO TITLE INSURANCE
 COMPANY OF MARYLAND
 110 ST. PAUL ST.
 BALTIMORE, MD. 21202

18 80

H 1135010

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

(a) The interest of the Debtor in all of the following property and assets of the Debtor, whether now owned or hereafter acquired, wherever located and all proceeds (cash and non-cash) and products thereof:

(i) all accounts;

(ii) all general intangibles;

(iii) all chattel paper;

(iv) all inventory, including, without limitation, accounts arising from the sale of such inventory, the proceeds of any insurance policies covering such inventory, and all documents of title and negotiable and non-negotiable warehouse receipts representing any inventory of Debtor; and

(v) all building materials, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever together with (1) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (2) all replacements thereof and substitutions therefor. All such fixtures are or will be attached to the real property described in Exhibit A attached hereto, and the record owner of such real property is Georgetown Bakery Management Corporation.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Issuer, its successors and assigns, under and pursuant to the Guaranty Agreement dated as of August 1, 1989, by the Debtor in favor of the Issuer (the "Guaranty") as security for a loan made by the Issuer to Georgetown Bakery Management Corporation (the "Borrower") under and pursuant to the Loan Agreement dated as of August 1, 1989 by and between the Issuer and the Borrower. Such security interest has been simultaneously assigned by the Issuer to the Assignee under and pursuant to a Trust Agreement dated as of August 1, 1989 between the Issuer and the Assignee, entered into as security for the Issuer's Economic Development Revenue Bonds (Georgetown Bakery Management Corporation Facility), 1989 Issue, issued pursuant to the Maryland Economic Development Revenue Bond Act, as amended.

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

Debtor:

HARBOR CITY PARTNERSHIP
t/a HARBOR CITY BAKE SHOPS

Secured Party:

MARYLAND INDUSTRIAL DEVELOPMENT
FINANCING AUTHORITY

By: *Charles L. Burman*
Charles L. Burman,
General Partner

By: *Joseph Haskins, Jr.*
Joseph Haskins, Jr.,
Chairman

By: *Richard A. Wolfe*
Richard A. Wolfe,
General Partner

Assignee:

THE FIRST NATIONAL BANK OF
MARYLAND, as Trustee

By: *Richard H. Bass*
Richard H. Bass,
Vice President

Filing Officer: Return to: John R. Devine, Esquire
Miles & Stockbridge
10 Light Street, 10th Floor
Baltimore, Maryland 21202

TL: MD008636.FIS

EXHIBIT A

DESCRIPTION OF THE LANDDESCRIPTION OF 2610 GEORGETOWN ROAD
BALTIMORE CITY, MARYLAND

Beginning for the same on the northwest side of Georgetown Road, 50 feet wide, at the distance of 127.12 feet northwesterly from the corner formed by the intersection of the northwest side of Georgetown Road with the northeast side of DeSoto Road, 50 feet wide, and running thence binding on all of the first line a conveyance from Lloyd E. Mitchell, Incorporated, etal, to Baltimore Gas and Electric Company by deed dated September 22, 1955 and recorded among the Land Records of Baltimore City and in Liber M.L.P. 9915 at Folio 597 and continuing on the same course binding on the southwesternmost end of a 12.75 foot unimproved strip of land, in all:

(1) North 45° 24' 43" West 162.71 feet to intersect the southeast side of Ottawa Avenue, 50 feet wide, thence binding on said Ottawa Avenue and northwest side the said 12.75 foot strip and also binding on part of the sixth line, from the beginning thereof, of a conveyance from The J.E.C.W. Inc. to the Mayor and City Council of Baltimore by deed dated September 25, 1974 and recorded among the said Land Records in Liber R.H.B. 3169 at Folio 171, in all:

(2) North 34° 07' 00" East 164.75 feet to intersect the right of way line of the Through Highway for Interstate Route No. 95, as shown on Maryland State Highway Administration, Right of Way Plan No. 7, Project No. BC 246-1-815, thence binding on said right of way the two (2) following courses and distances:

(3) North 55° 26' 42" East 279.86 feet and

(4) South 55° 53' 00" East 58.21 feet to intersect the said northwest side of Georgetown Road and the first line of said conveyance in Liber R.H.B. 3169 at Folio 171, thence binding on said Georgetown road and on the first, second and third line of said deed:

(5) South 34° 07' 00" West 455.00 feet to the place of beginning.

Containing 57,168 square feet or 1.312 acres of land, more or less.

All courses and distances in the above description are referred to the true meridian as adopted by the Baltimore Survey Control System.

For Title see the following:

1. Two (2) Deeds from Mayor and City Council of Baltimore to the Grantor dated August 3, 1989 and recorded among the Land Records of Baltimore City prior hereto.
2. Deed dated July 6, 1989 from Baltimore Gas and Electric Company to the Grantor and recorded among the Land Records of Baltimore City prior hereto.

RETURN TO: 11350/1100
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
100 ST. PAUL ST.
BALTIMORE, MD. 21202

278731

Anne Arundel County
State of Maryland
Chattel Records

FINANCING STATEMENT

1. Debtor: Calvin E. Frey
Elisabeth H. Frey
Address: 1454 Waggaman Circle
McLean, Va. 22101



2. Secured Party: FIRST AMERICAN BANK, N.A.
a national banking association
Address: 740 15th Street, N.W.
Washington, D.C. 20005

3. This Financing Statement covers:

RECORD FEE 14.00
POSTAGE .50
#469880 C777 R03 113437
10/03/87

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real estate herein described ("Real Estate") or any part thereof and used or usable in connection with any present or future operation of said Real Estate or any part thereof and 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, awnings, screens and blinds, and all other appliances and equipment (including but not limited to refrigerators, dishwashers, trash compactors, washing machines, dryers, disposal systems, stoves and ovens) which are now owned or hereafter acquired by the Debtor for the use or installation in on or about the Real Estate or any portion thereof; and

Return to: First American Bank, N.A.
Real Estate Department
740 15th Street, N.W.
Washington, D.C. 20005

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SCHEDULE A

ALL THAT LOT OF GROUND situate in Anne Arundel County, being known and designated as Lot No. 242, on Plat A of Gibson Island, said plat being composed of 5 sheets, all bearing the designation of "PLAT A OF GIBSON ISLAND", and "SHEET NO. 5", respectively, said 5 sheets being recorded among the Plat Records of Anne Arundel County in Plat Book WNW 3, folios 62, 63, 64, 65 and 66, respectively, which said plat and the endorsements thereon are hereby referred to and expressly made a part hereof.

BEING THE SAME property conveyed to Calvin E. Frey and Elisabeth H. Frey, his wife, by Deed dated December 15, 1986, from William E. Brock, Surviving Tenant by the Entirety, and recorded on December 24, 1986, among the Land Records of Anne Arundel County in Liber HES 4222, folio 758.

(b) all accounts receivable (accounts) in respect of any and all leases executed by the Debtor, as Lessor, on any part or parcel of the described Real Estate and the improvements located thereon, whether said accounts receivable are in existence or are hereafter created and the proceeds thereof; and

(c) all contract rights (accounts) in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the Real Estate and the improvements located thereon, whether said contract rights are in existence or created hereafter and the proceeds thereof; and

(d) all building materials and equipment wherever located now or owned or hereafter acquired for installation on the Real Estate; and

(e) all contract rights and accounts receivable (accounts) and general intangibles in respect of or in anywise relating to the Real Estate or any part thereof including, but not limited to, all sales contract or option contract deposits or payments relating to the Real Estate or any part thereof; and

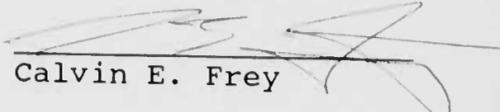
(f) all Plat Plans, Site Plans, Subdivision Plat and all other plans and specifications now or hereafter prepared (or revised) relating to the Real Estate; and

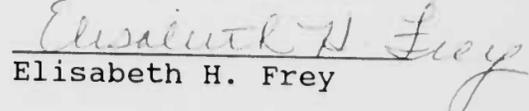
(g) all insurance proceeds and condemnation awards now or hereafter acquired by Debtor received in connection with the Real Estate.

4. Proceeds and products of collateral are covered hereunder.

5. The Real Estate is that parcel owned by Debtor located in the State of Maryland and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

BY: 
Calvin E. Frey

BY: 
Elisabeth H. Frey

CO.

278735

BOOK 546 PAGE 459

FINANCING STATEMENT FORM UCC-1

Identifying File No. 76128

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6057.99

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 Finesse Marketing, Inc.
Address 770 Ritchie Hwy., Suite W13A Severna Park, MD 21146-4132

2. SECURED PARTY FIRST INTERSTATE CREDIT ALLIANCE, INC.

Name
Address 100 Dutch Hill Road Suite 124 Orangeburg, NY 10962

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

3. Maturity date of obligation (if any)

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

All Goods, Chattels, Machinery, Equipment, Inventory, Accounts, Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivables, General Intangibles, Furniture, Fixtures and Property of Every Kind and Nature, Wherever Located, Now or Hereafter Belonging to Debtor or in Which Debtor Has Any Interest and Any and All Proceeds Thereof as Described in Attached Entire Agreement and/or in Any Schedule Prepared in Connection Therewith. This Form and/or The Attached Security Agreement and/or Schedule Being Submitted for Filing as a Financing Statement.

RECORD FEE 13.00
TAX: \$45.50 POSTAGE .50
ANN ARUNDEL COUNTY 00 0777 R03 116:03
10/03/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

(SEE ATTACHED)
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(SEE ATTACHED)
(Signature of Secured Party)

Type or Print Above Signature on Above Line

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**FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")**

Affiliate of First Interstate Bancorp

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021

185 Dutch Hill Rd., Suite 124, Orangeburg, N.Y. 10962

Telephone (212) 421-3600

914-365-1188

LEASE NO.

4-899

741-76178 9

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Finestre Marketing, Inc.
770 Ritchie Hwy., Suite W33A
Severna Park, MD 21146-4132

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Comdial Corporation
6855 Jimmy Carter Blvd., #2660
Norcross, GA 30071

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.

EQUIPMENT LEASED	1	Comdial Executech 1432A Telephone System
	1	Comdial Executech 1432B MSU, Serial No. 1300986
	15	6614
	1	6614C

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY:

COUNTY:

STATE:

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 196.40	36	\$ 7,070.40	36	\$ 196.40	\$
(PLUS SALES TAX, IF APPLICABLE)		(PLUS SALES TAX IF APPLICABLE)	MONTHS	(EXCLUSIVE OF ANY SALES TAX)	PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)

Terms and Conditions of Lease

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.

2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.

3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.

4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or _____ whichever is earlier.

5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.

6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT:

DATE EXECUTED BY LESSEE: 15-25-89

DATE:

LESSEE:

LESSOR:

FULL LEGAL NAME



FIRST INTERSTATE CREDIT ALLIANCE, INC.

BY:

AUTHORIZED SIGNATURE

TITLE

BY:

Barbara Sugg, VICE PRESIDENT

BY:

AUTHORIZED SIGNATURE

TITLE

LEASE COPY

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8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of renewal term hereof. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessee is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper object to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery, installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be returned and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. Lessor supplies Lessee with labels stating that equipment is owned by Lessor. Lessee shall affix and keep same in a prominent place on each item of equipment. Lessee is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessor. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required thereby. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof shall be excepted. By delivering it to such place as Lessor may specify, if Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as soon as the occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment, (iii) the unpaid balance of the Total Rent for the term of the lease, discounted to the Present Value (defined below) (iv) any ITG indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value", as used herein, means the present value of the amount due in the future (e.g., 24 monthly installments of rent at \$100 each) would have a Present Value of \$2124.34 using a discount rate of 12%. For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring to the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor and for such purposes, endorse Lessee's name on any such instrument made Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to Lessee. Each such assignment and/or mortgage shall be subject to any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% add-on for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or substitutions, but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-lease value of the equipment, as determined by Lessor or for the unexpired initial term hereof to the then Fair Value of the equipment), Lessee remaining unconditionally liable for plus said reasonable attorneys' fees, (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is" "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice to either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally attorney-in-fact endent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed hereon or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind including but not limited to extensions, modification and compromises to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

_____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)

_____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)

PARTIES

Debtor name (last name first if individual) and mailing address:
**CRENSHAW PHYLLIS
PATUXENT MH ESTATES LOT 16
LOTHIAN MD 20711**

Debtor name (last name first if individual) and mailing address:
**PATUXENT MH ESTATES LOT 16
LOTHIAN MD 20711**

Debtor name (last name first if individual) and mailing address:
**PATUXENT MH ESTATES LOT 16
LOTHIAN MD 20711**

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

[Handwritten Signature]

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

270736

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

546 PAGE 462

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

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

- Secretary of the Commonwealth.
- 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 SCHULT 14 X 70
SERIAL # E-151760 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):

CRENSHAW PHYLLIS

1a

1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC

**3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192**

4

FILING OFFICE ORIGINAL

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

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

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)

HENRY WILLIAM SEAY, JR.
D/B/A HWS TRUCKING
1277 LAVALL DRIVE
DAVIDSONVILLE, MD. 21035

2 Secured Party(ies) and Address(es)

WASHINGTON FREIGHTLINER, INC
201 RITCHIE ROAD
CAPITOL HEIGHTS, MD. 20743

3 Maturity date (if any)

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

RECORD FEE 12.00
POSTAGE .50
#470120 0717 R03 T15105
10/03/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

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

1989 FREIGHTLINER 1FVN2SY94KH364428

1989 R/S DUMP BODY 89060954

DOCUMENT NOT SUBJECT TO RECORDATION TAX, CONDITIONAL SALES CONTRACT
SIGNED BY DE BTOR

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

ASSOCIATES COMMERCIAL CORP
1801 MCCORMICK DRIVE
LANDOVER, MD. 20785

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

1353413

HENRY WILLIAM SEAY, JR.

FOR WASHINGTON FREIGHTLINER, INC

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

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

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 Name and Address~~

~~2 Secured Party's Name and Address~~

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

LESSEE: Creative Produce Packers, Inc.
8325 Patuxent Range Rd. # D
Jessup, MD 20794

LESSOR: Strick Lease, Inc.
225 Lincoln Hwy.
Fairless Hills, PA 19030



RECORD FEE 11.00
#470130 0777 R03 T16:06
10/03/89

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

" All property leased by Lessor to Lessee under a certain Lease Agreement dated 07/20/89, which property is more fully described below. This Financing Statement is filed pursuant to Section 9408 of the Uniform Commercial Code."

5 Assignee(s) of Secured Party and Address(es)
D. EDLE SCHAFER
CO. CIRCUIT COURT

Serial #'s 301251, 301232
"This is a true Lease and not subject to Recordation Tax."
This does not create Security Interest. For informational purposes only.

48' Rector Vans

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:

Creative Produce Packers, Inc.

Strick Lease, Inc.

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

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM FORM UCC-1.

(For Use in Most States)

PARTIES	
Debtor name (last name first if individual) and mailing address: SEELEY GERALD F. 1652 SHANNON O'CIRCLE SEVERN MD 21144	1
Debtor name (last name first if individual) and mailing address: SEELEY THERESA A. 1652 SHANNON O'CIRCLE 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: 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 WOODBIDGE, VA 22192	2a
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
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. <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):	
PROFESSIONAL MH BROKERS <i>[Signature]</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): 278739	Date, Time, Filing Office (stamped by filing officer):
RECORD FEE 12.00 RECORD 0777 ROB 116706 10/03/89 H. ERLE SCHAFER CLERK	
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)	6
Optional Special Identification (Max. 10 characters)	7
CDLLATERAL	
Identify collateral by item and/or type	
1982 ZIMMER WINDSOR 14 X 70 SERIAL # ZWI701414568 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER' INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE." <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)	
10	
DEBTOR SIGNATURE(S)	
Debtor Signature(s):	
SEELEY GERALD F. <i>[Signature]</i>	
SEELEY THERESA A. <i>[Signature]</i>	
11	
RETURN RECEIPT TO:	
GREEN TREE ACCEPTANCE, INC. 3062 PS BUSINESS CENTER WOODBIDGE, VA 22192	
12	

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.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

12

546 466

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)
The Driggs Corporation
8700 Ashwood Drive
Capitol Heights 20743
H-32507

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

3. (a) This statement refers to original Financing Statement bearing File No. Book 526 Page 589
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. Date Filed 5/16/88
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

272805
For Filing Officer #70130 CITY BUS 15408 5/17/88

- 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.

9. One (1) New Caterpillar Model 815 Compactor S/N: 17Z00835
One (1) Caterpillar Bulldozer 815 S/N: 39X00847

10. Signatures:
The Driggs Corp.

Alban Tractor Co., Inc.

By _____ Debtor(s) (necessary only if item 7 is applicable)

By _____

Secured Party(ies)
Standard Form Approved by
N. C. Sec. of State
and other States shown above.

(1) Filing Officer Copy - Numerical

1050 FINANCING STATEMENT CHANGE

UCC-3

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): The Driggs Corporation 8700 Ashwood Drive Capitol Heights 20743 H-3255.1	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237
--	--



3. (a) This statement refers to original Financing Statement bearing File No. Book 527 Page 151 272916
 Filed with A A County Date Filed 5/20/88 19
 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
 (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

RECORD FEE 10.00
 POSTAGE .30
 For Filing #470160 6717 W33 T15408
 Officer 10/23/87

- 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 of 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.

9. One (1) New Caterpillar Model 953 S/N: 20Z01845

10. Signatures:
 The Driggs Corp Alban Tractor Co., Inc.

By _____ Debtor(s) (necessary only if item 7 is applicable) By _____ Secured Party(ies)

(1) Filing Officer Copy - Numerical

105 FINANCING STATEMENT CHANGE

Standard Form Approved by
 N. C. Sec. of State
 and other States shown above.

UCC-3

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name SCOMAR, INC. T/A THE RUSTIC INN
Address 1803 WEST ST. ANNAPOLIS, MD 21401

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING
Address 225 W. 34TH ST
NEW YORK, NY 10122

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

3. Maturity date of obligation (if any)

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

- 1- Beverage Air MT38 Refrigerator w/8 extra shelves
1- Manitowoc GX1204W Ice Machine 308/3 phase w/C900 bin
1- Cambro 1826MTC Insulated Pan Carriers
1- Custom Walkin Freezer 6' x 8'

RECORD FEE 12.00
#59760 0777 R03 T15:25
10/03/89

NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER
THE 20. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

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

Signature of Debtor (handwritten signature) V.R.

NEAL M. GILDER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (handwritten signature)

T. BANKS
Type or Print Above Signature on Above Line

(handwritten initials)

546 469

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Reliable Contracting Co., Inc.
(Name or Names—Last Name First)
1 Churchview Rd., Millersville, Maryland 21108
(Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY: Associates Commerical Corp.

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

1-Volvo A25 6x6 Hauler S/N 5462



RECORD FEE 11.00
POSTAGE .50
#410200 C777 R03 109:46
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County
Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 7th day of Sept, 19 89

DEBTOR: Reliable Contracting Co., Inc.

SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.

By: Wm E Baldwin
(Title)

By: Thomas B. Logan
Thomas B. Logan, President (Title)

Wm E Baldwin

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Reliable Contracting Co., Inc.
(Name or Names—Last Name First)
1 Churchview Rd., Millersville, MD 21108
(Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY: Associates Commercial Corp.

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

1-Volvo A25 6x6 Hauler S/N 5261

TW
RECORD FEE 11.00
POSTAGE .50
#410210 0111 R03 109:52
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County
Maryland Department of Assessments and Taxation
9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 7th day of Sept, 19 89

DEBTOR: Reliable Contracting Co., Inc.

SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.

By: Wm. E. Baldwin
(Title)

By: Thomas B. Logan
Thomas B. Logan, President (Title)

Wm. E. Baldwin

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

546 471

278713

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: The Hardaway Company
(Name or Names—Last Name First)
P.O. Box J Odenton, MD 21113
(Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Koehring Teleskoop Model 4470
w/ 60" Ditch Cleanout Bucket
S/N 86387

TW

RECORD FEE 11.00
POSTAGE .30
#410220 0111 R03 109:33
10/04/87
M. ERLE SCHAFER
AA CO. CIRCUIT CLERK

Jobsite: Vienna MD

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.
Clerk, Circuit Court for Anne Arundel County
- 8. Filed with: Clerk, Circuit Court for Dorchester County
- 9. RETURN TO: Maryland Department of Assessments and Taxation
McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 19th day of SEPT, 19 89

DEBTOR: The Hardaway Company
By: Dwight C. Weimer (Title)
Dwight C. Weimer

SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
By: Thomas B. Logan, Sr. (Title)
Thomas B. Logan, President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR/LESSEE / Driggs Corporation
(Name or Names—Last Name First)
8622 Ashwood Drive, Capitol Heights, MD 20743
(Address)

2. SECURED PARTY: / McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Volvo A 25 6x6 Hauler
S/N 5152



Jobsite: West River PLantation
Anne Arundel County

RECORD FEE 11.00
POSTAGE .30
#470230 CTTT RUS 107533
10/04/87

This financing statement is filed to evidence the existence of a lease on the above listed equipment and does not create a security interest.

H. ERLE SUMNER
AA CO. CIRCUIT COURT

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County
Clerk, Circuit Court for Prince George's County

9. RETURN TO: Maryland Department of Assessments and Taxation
McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 15th day of Sept, 19 87

DEBTOR:
Driggs Corporation
By: RF Bruner Sr (Title)

SECURED PARTY:
McCLUNG-LOGAN EQUIPMENT CO., INC.
By: Thomas B. Logan, President (Title)

RF Bruner Sr VP.

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

278715

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR:/ Driggs Corporation
LESSEE (Name or Names—Last Name First)
8622 Ashwood Drive, Capitol Heights, MD 20743
(Address)

2. SECURED PARTY:/ McCLUNG-LOGAN EQUIPMENT CO., INC.
LESSOR (Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Volvo A25 6x6 Hauler
S/N 5153



RECORD FEE 11.00
POSTAGE .30
#470240 0777 R03 109:34
10/04/87
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Jobsite: Piney Orchard
Anne Arundel County

This financing statement is filed to evidence the existence of a lease on the above listed equipment and does not create a security interest.

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Prince George's County
Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 15th day of Sept, 19 87

DEBTOR:
Driggs Corporation
By: [Signature]
(Title)
R.F. Beaman Sr. Jr.

SECURED PARTY:
McCLUNG-LOGAN EQUIPMENT CO., INC.
By: [Signature]
Thomas B. Logan, President (Title)

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR/ LESSEE Driggs Corporation
(Name or Names—Last Name First)
8622 Ashwood Drive, Capitol Heights, MD 20743
(Address)

2. SECURED PARTY:/ LESSOR McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-A25 6x6 Hauler
S/N 5154

Jobsite: West River Plantation
Anne Arundel County



RECORD FEE 11.00
POSTAGE .50
#470250 C777 R03 T09:54
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This financing statement is filed to evidence the existence of a lease on the above listed equipment and does not create a security interest.

5. Proceeds of collateral are covered hereunder: YES NO

6. Products of collateral are covered hereunder: YES NO

7. This transaction is exempt from the Recordation Tax.
Clerk, Circuit Court for Prince George's County

8. Filed with: Clerk, Circuit Court for Anne Arundel County

Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 15th day of Sept, 19 89

DEBTOR:
Driggs Corporation
By: R.F. Brunson Sr.
(Title)
R.F. Brunson Sr. VP

SECURED PARTY:
McCLUNG-LOGAN EQUIPMENT CO., INC.
By: Thomas B. Logan
(Title)
Thomas B. Logan, President

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: A & D Electrical Service & Supplies
(Name or Names—Last Name First)
1533 Marco Drive, Pasadena, MD 21122
(Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.
(Name or Names)
4601 Washington Blvd., Baltimore, MD 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Koehring Model 6611 Excavator
S/N 1047382

Jobsite: SeaGirt Marine Terminal

TW
RECORD FEE 11.00
POSTAGE .50
#470260 C777 R03 709:55
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- 5. Proceeds of collateral are covered hereunder: YES [] NO [X]
6. Products of collateral are covered hereunder: YES [] NO [X]
7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County
Clerk Circuit Court for Baltimore City
Maryland Department of Assessments and Taxation
9. RETURN TO: McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this 12th day of September, 1989

DEBTOR: A & D Electrical Service & Supplies
SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.

By: Karl E. G. Anderson, President
Thomas B. Logan, President
KARL E. G. ANDERSON

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

546 476

278718

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Geobase, Inc. (Name or Names—Last Name First) P.O. Box 3330, Crofton, MD 21114 (Address)

2. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC. (Name or Names) 4601 Washington Blvd., Baltimore, MD 21227 (Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-Rex 848B Roller S/N 8BHX1000

TW RECORD FEE 11.00 POSTAGE .50 #470270 0777 R03 109:55 10/04/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT

- 5. Proceeds of collateral are covered hereunder: YES [] NO []
6. Products of collateral are covered hereunder: YES [] NO []
7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County Maryland Department of Assessments and Taxation

9. RETURN TO: McClung-Logan Equipment Co., Inc. 4601 Washington Blvd. Baltimore, MD 21227

Dated this 5th day of August, 1989

DEBTOR: Geobase Inc. SECURED PARTY: McCLUNG-LOGAN EQUIPMENT CO., INC.

By: John H. Baker (Title) JOHN H. BAKER By: Thomas B. Logan, President (Title)

FOR FILING OFFICER USE File No. Date and Hour of Filing Record Reference

FINANCING STATEMENT FORM UCC-1

Identifying File No. 870719

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 8-15-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D.L. Miller Backhoe Service
Address 5272 Chalk Point Road, West River, Maryland 20778

2. SECURED PARTY

Name J I Case Co. d/b/a Case Power and Equipment
Address P.O. Box 431
Ashland, Virginia 23005

RECORD FEE 11.00
POSTAGE .50
#470290 0777 R03 109:59
10/04/89

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

3. Maturity date of obligation (if any) Various

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

One Case 450C dozer s/n 3078569

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)

Assignee(s) of Secured Party and Address(es)
J I Case Co. or
J. I. CASE CREDIT CORP. as their
5790 Widewater Parkway interests may
Cyracuse, N.Y. 13214 appear.
P.O. Box 28519
Columbus, Ohio 43228

Signature of Debtor

DAVID L MILLER
Type or Print Above Name on Above Line

Signature of Debtor

Type or Print Above Signature on Above Line

Signature of Secured Party

William T. Dettmore
Type or Print Above Signature on Above Line

1150

A.A. Co
76832

278750

546 478

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 A.A. Recycle & Sand, Inc.
Address 6931 Baltimore Annapolis Blvd., Baltimore MD 21225

2. SECURED PARTY

Name Elliott & Frantz, Inc.
Address 10421 Guilford Road Jessup, MD 20794

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

3. Maturity date of obligation (if any) _____

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

ASSIGNEE OF SECURED PARTY

First Interstate Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
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."

TW
RECORD FEE 13.00
POSTAGE .50
#470610 0177 R03 T10:21
10/04/89
H. ERLE SCHAEFER
HH 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)

A.A. Recycle & Sand, Inc.
(Signature of Debtor)
William DeBaugh Pres
Type or Print Above Name on Above Line
William DeBaugh Pres
(Signature of Debtor)
Type or Print Above Signature on Above Line

Elliott & Frantz, Inc.
Robert L. Schaeffer VP
(Signature of Secured Party)
Robert L. Schaeffer VP
Type or Print Above Signature on Above Line

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 24 1989 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
1-	CE1209-110-UNIVERSAL 3254-WRB RECYCLE PORT. PRIMARY PLANT S/N <u>537X219</u> CONSISTING OF: 1-C1209-99A-TRUCK FRAME ASY. 1-CE1209-110B-TRANSPORT TRIPLE AXLE ASY. W/ 12-10.00 X 20-12 PLY TIRES. 1-B723-191A-AIR BRAKE CONTROL ASY. 1-D723-192A-TAIL-STOP & DIRECTIONAL LIGHTS 1-D723-194A-SPLASH GUARD ASY. 1-C420-177A-42" X 8'3" LG.-PLATE FEEDER ASY. S/N <u>407X533</u> 1-C420-177B-15 H.D. DRIVE FOR P. FEEDER 1-B1209-113A-GUARD FOR DRIVE P. FEEDER 1-D1209-279A-STARTER CAB. & MOUNTING 1-C1209-100A-BYPASS CHUTE UNDER GRIZZLY FEEDER. 1-B1209-97A-CHUTE TO SIDE DLVRY. CONVY 1-B1209-98A-CHUTE BY PASS TO P. FEEDER 1-B767-757A-FUEL TANK & MOUNTING 1-D767-840A-CATERPILLER 3406 TA 300 H.P. CONT. 360 H.P. POWER UNIT 1-C 209-112B-SERVICE PLATFORM ASY. W/ RAILINGS 1- D13-618AN-LADDER FOR SERVICE PLATFORM 1- B1209-103UA-HOPPER WELDM. FOR JAW 1- B1209-140UA-GUARD FOR F.F. FLYWHEEL 1- B1209-118UA-GUARD FOR JAW DRIVE IN TWO SECTIONS 1- B1209-113UA-GUARD PLATE FEEDER 6- B682-159UB-SIMPLEX JACK ASY. 6- B682-C159-H.R.S. 1/2 X 3-1/2" LG. 6- 1/8" X 1-1/2" LG.-COTTER PINS 10- D270-V-BELTS(MATCHED) FOR JAW DRIVE 4- C112-V-BELTS(MATCHED) FOR V.G.FEEDER 2- DGR1219-12V-BATTERIES W/ELECTROLYTE 2-767-187A-BATTERY CABLE X 6' LG. 1- 767-23A-BATTERY CALBE X 12" LG. 12'5"WIDE X 11'10" HIGH X 41' LG.		

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.

Purchaser, Mortgagor or Lessee:
A.A. Recycle & Sand, Inc.

By: *Walter H. [Signature]*

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated April 24 1989 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
1	1206-85A-UNIVERSAL 3254-W.R.B. JAW CRUSHER-SERIAL NO. <u>147X13</u> CONSISTING OF: 1-B1206-A-STA. CORR. JAW 1-B1206-A-MOV. CORR. JAW 1-C1206-A-TOGGLE 24-3/4" LG. 1-B758-C16-52" FLYWHEEL FIFACE 1-758-N14-52" DIA. FLYWHEEL W/10"D" GROOVES. 6-A757-E2-COUNTER WEIGHTS 116" WIDE X 113"HIGH X 113" LG.		
1	C1209-104A--SKID FRAME W/ SUPPORT FOR FEEDER & HOPPER W/ 1-C1144-834A-UNIVERSAL 50'X20' V.G.FEEDER SERIAL NO. <u>806X527</u> CONSISTING OF:) 7-B1144-A4-FRONT GRIZZLY BARS 7-B1144-A5-REAR GRIZZLY BARS 1-C1209-105A-SHOVEL LOADING HOPPER ASY. 1-B1209-258A-40 H.P. DRIVE FOR FEEDER 1-B1209-115A-GUARD FOR V.G.F. DRIVE 9'10" W. X 9'4" H. X 26' LG.		

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:

A.A. Recycle & Sand, Inc.

By: *William H. [Signature]*

546-481

427

AACo. 9/22/89

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270751

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

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

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

This financing statement Dated 9/18/89 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. 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: #470630 0777 R03 T10:21
10/04/89



RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

H. ERLE SCHAFER
HA CO. CIRCUIT COURT

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 12/29/88, Schedule # 02, dated 9/14/89 between Assignor as Lessor and LEASE ACCOUNT # 222188 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 9/18/89 between Assignor and Assignee:

1 (one) 1989 New Starcraft Conversion GT Van - Vehicle S/N 1GDEG25K2K7515157

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Sarro, III

(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

John S. Tuccitto VP

(Signature of Secured Party)

John S. Tuccitto VP
Type or Print Above Name on Above Line

Filed in the state of Maryland

1/18



546 482

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) Kirk Moir d/b/a Fantastic Sam's 2315-A Forest Dr. Annapolis, MD		2. Secured Party(ies) c. & address(es) Fantastic Sam's International, Inc. Charter Leasing Division P.O. Box 18845 Memphis, TN 38181-0845 220150		3. Maturity date (if any): For Filing Officer (Date) <u>7</u> and Filing Office)
4. This statement refers to original Financing Statement bearing File No. _____ Filed with <u>Ann Arundel County</u> Date Filed <u>1/7</u> 19 <u>88</u>		RECORD FEE 10.00 POSTAGE .50 #470710 57/7 R03 T10:27 10/04/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT		

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

10. Add Debtor: Lease #11-01921-2071-87
G.A.M., Inc. Stephens Diversified Leasing, Inc.
1755 East Plumb Lane
Reno, NV 89502

NOT SUBJECT TO RECORDATION TAX No. of additional Sheets presented: _____

G.A.M., Inc. Fantastic Sam's International, Inc.,
Charter Leasing Division
By: Michelle Brown Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: Dicky B. Linebaugh, Esq. VP Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3
1030

(1) Filing Officer Copy - Alphabetical

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

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Applied Industrial Materials Corporation 421 East Hawley Street Mundelein, IL 60060</p>	<p>2 Secured Party(ies) and address(es)</p> <p>The First National Bank of Boston 100 Federal Street Boston, MA 02110</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>TW RECORD FEE 10.00 POSTAGE .50 #470750 0777 R03 T10:30 10/04/89</p>
<p>4 This statement refers to original Financing Statement No. BK 515, Pg 183, #268800 Dated</p>		
<p>Date filed: July 23, 1987 Filed with Circuit Court of Anne Arundel County, MD</p>		
<p>5 <input type="checkbox"/> Continuation.</p>	<p>The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.</p>	
<p>6 <input checked="" type="checkbox"/> Termination.</p>	<p>Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p>	
<p>7 <input type="checkbox"/> Assignment.</p>	<p>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.</p>	
<p>8 <input type="checkbox"/> Amendment.</p>	<p>Financing Statement bearing file number shown above is amended as set forth in Item 10.</p>	
<p>9 <input type="checkbox"/> Release.</p>	<p>Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>	

.....
 Signature(s) of Debtor(s) if an Amendment
 Dated:, 19.....

THE FIRST NATIONAL BANK OF BOSTON
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 16317 265787
RECORDED IN LIBER 507 FOLIO 315 ON 2/3/87 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061</p>	<p>3. Name and address of Secured Party</p> <p>The CIT Group/Equipment Financing, Inc. 709 Westchester Avenue White Plains, New York 10604</p>
---	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)

J.F. CLERY

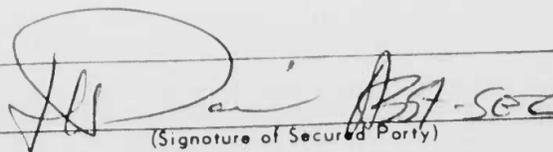
RECORD FEE 10.00
POSTAGE .50
#470760 0777 R03 110:31
10/04/89
BY ERLE SCHAFER
AA CO. CIRCUIT COURT

7. Name and Address of Assignee: Phoenixcor, Inc.
65 Water Street
S. Norwalk, CT 06854

8. Description of Collateral:

See Schedule A attached hereto made a part hereof.

Dated 9-19-89


(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.
(Type or Print Name of Secured Party on Above Line)

1/52

SCHEDULE A

- home : 546 455

- One (1) S & S Slitter 86-4 BAE, Serial No. 8552;
- One (1) S & S Taper, Serial No. 8447;
- One (1) Signode Corp. Strapper ML-2JE, Serial No. 22720;
- One (1) Signode Corp. Strapper ML-2JE, Serial No. 84657;
- One (1) Lantech Wrapper, Serial No. SVS-80;
- One (1) Cyklop Strapper APM-211A, Serial No. 4157;
- One (1) Toyota Fork Truck, Serial No. FGC15-15178;
- One (1) Allis Chalmers Fork Truck, Serial No. 21179000;
- One (1) Yale Fork Truck;
- One (1) Dubuit Screen Machine, Serial No. 5980-8;
- One (1) Dubuit Screen Machine, Serial No. 5978-P;
- One (1) Dubuit Automatic Screen Machine, Serial No. D150;
- One (1) Dubuit Semi-Automatic Screen Machine, Serial No. 6421-P;
- One (1) Dependable Screen Machine, Serial No. RP3;
- One (1) American Equipment Auto. Jet Dryer, Serial No. 13266;
- One (1) Economy Surface Bailer Style 67 2 Ton Mechanical;
- One (1) Oliver 36" Ball Bearing Band Saw;
- One (1) Mercedes 1982 Diesel 22 ft. Straight Bed Truck 5 Ton;
- One (1) International 1977 Diesel Tractor Single Axle;
- One (1) Ford Conventional Diesel Tractor Single Axle;
- Five (5) 40 ft. 13 ft. High Tandum Axle Trailers, 1972-1974;
- One (1) 45 ft. 13 ft. High Tandum Axle Trailer 1978;
- One (1) Computer IBM BC with SoftWare;
- One (1) Computer Infotec;
- One (1) Celebrity Chevy wagon;
- One (1) Citation Four Door 1982;
- One (1) Delta Olds 1980;
- One (1) Office Trailer 35 Ft.;
- Conveyors;
- Office Equipment and Office Furniture;

All equipment listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

P.C. LEASING CORPORATION

MBA CONTAINER CORPORATION

BY: J. J. McCallister

BY: Mr. K. M. L.

TITLE: VP

TITLE: Vice President

REF. ARVIN-SCH2

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 9/19/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

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

RECORD FEE 11.00
POSTAGE .50
#40920 0717 R03 110:49
10/04/89
H. ERLE SCHAFER
MD SO. DISTRICT COURT

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 8/18/89, Schedule # 01, dated 8/18/89 between Assignor as Lessor and LEASE ACCOUNT # 080988 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 9/19/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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.

Frank J. Sarro, III
(Signature of Debtor)
Frank J. Sarro, III - President
Type or Print Above Signature on Above Line

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

Societe Generale Financial Corporation

M.A. Adams
(Signature of Secured Party)
K.E. Adams
Type or Print Above Name on Above Line

Filed in Anne Arundel County

115

SDS Development Group

Schedule 01

EQUIPMENT LIST

QUANTITY

DESCRIPTION

1 (one)	45-7236DP Exec. Desk
1 (one)	45-7219CRD Credenza
1 (one)	45-3620LFC Lateral File
1 (one)	45-43BC Bookcase
1 (one)	C7073UA Exec. Swivel Chair
1 (one)	VIS/VR/4848-AV Board
1 (one)	8512-1312 Series 8500 Tec Chair
1 (one)	8532-2312 Dual Stool w/arms
1 (one)	511-1 Side Chair
2 (two)	SN612/M02 Exec. Swivel Tilt
10 (ten)	GR/42/F/L - Quarter Round Reception Desk
1 (one)	49-T-42HW76/42" Round Conf. Table
1 (one)	Wood

TransFinancial Leasing Corp.

BY: Frank J. Sarro, III

TITLE: Frank J. Sarro, III - Pres.

Societe Generale Financial Corporation

BY: _____

TITLE: _____

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270753

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 9/19/89 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 8/18/89, Schedule # 02, dated 8/25/89 between Assignor as Lessor and LEASE ACCOUNT # 080988 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 9/19/89 between Assignor and Assignee:

- 1 (one) Model Y22W0 Taylor reconditioned Forklift w/Detroit 453 engine, Rockwell Hypoid w/hydraulic brakes, Rotating Beacon, Worklights, and Hydraulic Fork Positioners - S/N 3854
1 (one) Marine Storage Boat Rack system (4' high storage of up to 40 boats up to 30' lgt. in 5 bays 20' wide)
160 (one hundred sixty) - Special angled boat support brackets (4 per boat)

RECORD FEE 11.00
POSTAGE .50
#10930 0717 R03 110:50
10/04/89

CHECK [] THE LINES WHICH APPLY

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

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

[] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

TransFinancial Leasing Corp.
Signature of Debtor

Frank J. Sacco, 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

Signature of Secured Party

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

Filed in Anne Arundel County

TW

2814

11.8

To be recorded:

— State Department of	— Financing Statement Records-
Assessments and Taxation	Baltimore County
— Financing Statement	X Financing Statement Records-
Records - Baltimore City	Anne Arundel County
	— Financing Statement Records-
	Frederick County

The underlying transaction is subject to recordation tax, the same having been paid to the Maryland State Department of Assessments and Taxation with the filing of a duplicate original of this Financing Statement.

FINANCING STATEMENT

1. Names and Addresses of Debtors:

(a) Beckenheimer's, Inc.
d/b/a Big B Food Warehouses
6 Hammonds Lane
Baltimore, Maryland 21225

1600 E. North Avenue
Baltimore, Maryland 21213

929 N. Caroline Street
Baltimore, Maryland 21205

2123 Mondawmin Mall
Baltimore, Maryland 21215

717 Washington Blvd.
Baltimore, Maryland 21230

5600 The Alameda
Baltimore, Maryland 21239

1400 N. Monroe Street
Baltimore, Maryland 21216

3247 Clifton Avenue
Baltimore, Maryland 21216

2401 Belair Road
Baltimore, Maryland 21213

(b) The Perry Hall Corporation
6 Hammonds Lane
Baltimore, Maryland 21225

4335 Ebenezer Road
Perry Hall, Maryland 21236



RECORD FEE 24.00
POSTAGE .50
#470980 0777 R03 110:54
10/04/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(c) Farm Fresh Supermarkets of Maryland, Inc.
6 Hammonds Lane
Baltimore, Maryland 21225

2905 Hamilton Avenue
Baltimore, Maryland 21214

1082 Maiden Choice Lane
Baltimore, Maryland 21229

Greenspring Shopping Center
Baltimore, Maryland 21208

8105 Ritchie Highway
Pasadena, Maryland 21122

7 West 7th Street
Frederick Shopping Center
Frederick, Maryland 21701

2. Name and Address of Secured Party:

Signet Bank/Maryland
7 Saint Paul Street
Baltimore City, Maryland 21202
Attention: Gerald A. Muccioli
Assistant Vice President

3. This Financing Statement covers all of the Debtor's right, title and interest in and to the following collateral (the "Collateral"):

A. Receivables. Any and all present and future rights of the Debtor to payment for, or monetary obligations owed to the Debtor on account of, goods or other property sold, leased or otherwise disposed of by the Debtor or services rendered by the Debtor or loans or extensions of credit granted or made by the Debtor, whether or not such rights or monetary obligations have been earned by performance and whether due or to become due, including, without limitation, any such rights or monetary obligations which are or are evidenced by accounts, chattel paper, instruments, general intangibles, contract rights, book debts, accounts receivable, open accounts, notes, notes receivable, documents, drafts or any other contract, agreement or document (all of the foregoing are collectively referred to as the "Receivables"), together with (a) any and all present

09-25-89
NAK

and future rights of the Debtor in any goods and other property returned, repossessed or stopped in transit, the sale, lease or other disposition of which gave rise to, or contributed to the creation of, a Receivable and (b) any and all now or hereafter existing letters of credit, guarantys, claims, security interests or other liens on property held by or granted to the Debtor as security for the payment or performance of any or all of the Receivables and all now or hereafter existing invoices, promissory notes, guarantys, security agreements, mortgages, deeds of trust, leases and any and all other instruments, agreements, documents and papers of any nature whatsoever executed, delivered and/or furnished to or for the benefit of the Debtor evidencing, securing, guarantying and/or in connection with any or all of the Receivables.

B. Inventory. All inventory of the Debtor, both now owned and hereafter acquired, wherever located and as the same may now and hereafter from time to time be constituted, including, without limitation, (a) all raw materials and other materials and supplies, work-in-process and finished goods and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto, and (b) all goods or property, the sale, lease or other disposition of which has given rise to, or contributed to the creation of, a Receivable and which have been returned to, repossessed, or stopped in transit by or on behalf of the Debtor (all of the foregoing is collectively referred to as "Inventory").

C. General Intangibles. Any and all of the following property of the Debtor, both now and hereafter owned, acquired or existing and whether arising by operation of law, agreement or otherwise: (a) all general intangibles, contractual rights, choses and things in action, causes of action, judgments and awards, general and limited partnership interests, tax refunds and any rights or claims with respect to taxes paid, all indebtedness, obligations and liabilities owing to the Debtor (other than Receivables) for any reason and arising from any source whatsoever and all other transferable and assignable intangible personal property of the Debtor of any kind and nature, (b) all business records, data, mailing and customer lists, software, source codes and rights thereto, inventions, blueprints, processes, designs, patents, patent applications, patent licenses, trademarks and the goodwill of the business of the Debtor relating thereto, trademark applications, trademark licenses, service marks, service mark applications, service mark licenses, trade names, trade secrets, goodwill, licenses, copyrights and all tangible property embodying such copyrights, permits and franchises, together with right to sue for any or all infringements of any of the foregoing and (c) all rights in respect of any pension plan or similar arrangement maintained for employees of the Debtor.

D. Documents. All now and hereafter existing documents, documents of title or receipts covering, evidencing or representing any Inventory, goods or other property both now and hereafter owned or purchased by the Debtor or for which the Debtor has contracted to purchase.

E. Instruments. Any and all of the Debtor's instruments, chattel paper and letters of credit issued to or for the benefit of the Debtor, both now and hereafter owned, existing or acquired.

F. Equipment. All equipment, furnishings and fixtures of the Debtor, both now owned and hereafter acquired, wherever located, together with (a) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, and (b) all replacements thereof and substitutions therefor.

G. Collection Account. All cash, checks or other items from time to time deposited into a banking account maintained by the Secured Party for the collection of payments in respect of Receivables and/or the sale or lease of Inventory, and other monies and property of any kind of the Debtor in the possession or under the control of the Secured Party.

H. Leases. All leases entered into by Beckenheimer's, Inc. as lessee or lessor arising in connection with the following properties:

(a) 929 N. Caroline Street
Baltimore, Maryland 21205

(b) 3247 Clifton Avenue
Baltimore, Maryland 21216

4. Records. This Financing Statement also covers all correspondence, agreements, documents, papers, books, files, records and other transcribed information of any type, whether expressed in ordinary, machine or computer language pertaining to the business of the Debtor or to and any of the Collateral described herein including, without limitation, customer lists, credit files, computer programs, computer software, computer source codes, disks, tapes, printouts and other materials.

5. Proceeds. This Financing Statement also covers all cash and non-cash proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, any asset or property which constitutes Collateral, including without limitation all claims of the Debtor against third parties for loss of, damage

09-25-89
NAK

546 493

3209v

to or theft or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance covering any asset or property which constitutes Collateral, any condemnation or requisition payments with respect to any asset or property which constitutes Collateral, in each case whether both now existing and hereafter arising, and all cash, checks, drafts and instruments received or held for the benefit of the Secured Party.

6. This Financing Statement gives notice of and perfects a security interest in the Collateral granted by the Debtor to the Secured Party under and pursuant to a Security Agreement dated September 28, 1989, from Debtor, among others, to the Secured Party, which Security Agreement secures a Guaranty Agreement dated September 28, 1989, from the Debtor, among others, to the Secured Party.

Debtors:

Beckenheimer's, Inc.
d/b/a Big B Food Warehouses

By: Jack Millman (SEAL)
Jack Millman, President

The Perry Hall Corporation

By: Jack Millman (SEAL)
Jack Millman, President

Farm Fresh Supermarkets of
Maryland, Inc.

By: Jack Millman (SEAL)
Jack Millman, President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to Natalie A. Klaum, Legal Assistant, Frank, Bernstein, Conaway & Goldman, 300 E. Lombard Street, Baltimore, Maryland 21202.

278755

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)
Reid Jr. Arthur & Eleanor
3657 Patuxent River Road
Davidsonville, MD 21035

2 Secured Party(ies) and address(es)
Chesapeake Water Systems, Inc
7310 Ritchie Highway Ste 411
Glen Burnie, MD 21061

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



RECORD FEE 12.00
POSTAGE .50
M11000 0777 003 T10:56
10/04/89
H. ERLE SCHAFER

4 This financing statement covers the following types (or items) of property
One United Standard Complete Water Treatment System
Located at: 3657 Patuxent River Road
Davidsonville, MD 21035

5 Assignee(s) of Secured Party and Address(es)
Security Pacific Fin. Svcs.
7310 Ritchie Hwy Ste 404
Glen Burnie, MD 21061

Please Return TO:

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

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

Filed with:

Arthur F. Reid Jr.

Arthur, F. Reid Jr.

By

Eleanor P. Reid
Eleanor P. Reid

Signature(s) of Debtor(s)

Security Pacific Financial Svcs, Inc.
Laurie Bockmiller, Branch Manager

By

Laurie Bockmiller

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(3) Filing Officer Copy-Alphabetical

1250

STATE OF MARYLAND

AA

546 485

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270651

RECORDED IN LIBER 520 Book Page FOLIO 142 ON 11/19/87 (DATE)

1. DEBTOR

Name Richard A. Rudiger T/A Rudiger Printing Co.
Address 550 Crain Hwy. Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.
Address Box 116 Fayette & St. Paul Sts. Balto., Md. 21203
Atlantic Industrial Credit Corp. 8019 Belair Rd. Balto., Md. 21236
Person And Address To Whom Statement Is To Be Returned If Different From Above.



3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
#471080 CT77 R03 T11:01
10/04/89

CHECK FORM OF STATEMENT

Form with sections A, B, C, and D. Section C is checked (XXX) and contains assignment details for Harbor Federal Savings & Loan Association.

Baltimore Federal Financial F.S.A.

Dated 9/27/89

Signature of Secured Party
Type or Print Above Name on Above Line

105

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

MARYLAND FINANCING STATEMENT

546 496

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

278756

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: Rudiger Printing, Inc.
(Name or Names)
550 Crain Highway, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Chanley Finance Company
(Name or Names)
c/o AICC, 8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - A.B. Dick 385 Offset Press, S/N 000856
- One - A.B. Dick 1-3850 Color Head, S/N 864329 GHZ
- One - A.B. Dick 1-3875 Spray Attachment, S/N 0686-2963
- One - A.B. Dick 9810XCS Press, S/N 10395
- One - A.B. Dick 1-3874 Dry Spray Attachment, S/N 0887-7610



5. The above described goods are affixed to, or are to be affixed to the following described real estate:

RECORD FEE 11.00
 POSTAGE .50
 #471090 0777 R03 T11:02
 10/04/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Rudiger Printing, Inc.
 By: Richard A. Rudiger, President
(Title)
Richard A. Rudiger, President
(Type or print name of person signing)

SECURED PARTY:
Chanley Finance Company
 By: P.E. O'Malley
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: SECURED PARTY

1150



STATE OF MARYLAND

AA

546 PAGE 497

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265903

RECORDED IN LIBER 507 FOLIO 500 ON 2/6/87 (DATE)

1. DEBTOR

Name Richard A. Rudiger T/A Rudiger Printing Co.

Address 550 Crain Hwy. Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.

Address Box 116 Fayette & St. Paul Sts. Balto., Md. 21203

Atlantic Industrial Credit Corp. 8019 Belair Rd. Balto., Md. 21236

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#471070 CY77 R03 111:01
10/04/89



3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input 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>C. Assigned to: Harbor Federal Savings & Loan Association 3200 Eastern Ave. Baltimore, Md. 21224 Attn: Debbie Epps</p>	

Baltimore Federal Financial F.S.A.

Dated 7/27/89

[Signature]
(Signature of Secured Party)
DANIEL T. SINGLES SAUV
Type or Print Above Name on Above Line

PARTIES 9-28-89

Debtor name (last name first if individual) and mailing address:
DELTA INSTALLATIONS GROUP, INC.
7476 A NEWRIDGE ROAD
P.O. BOX 110
HANOVER, MD 21076

278757

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT - Please read instructions on
reverse side of page 4 before completing

448
546
PAGE 18

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer)

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:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

2

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):

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):

4

STANDARD FORM UCC-1
Approved by Secretary of Commonwealth of Pennsylvania

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~~ Anne Arund _____ County.

real estate Records of _____ County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): LEASE No. 0-18216-0

COLLATERAL

Identify collateral by item and/or type:

1 NEW NISSAN FORKLIFT MODEL C50

EQUIPMENT SUPPLIER: CAPITAL FORKLIFT

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):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s): DELTA INSTALLATIONS GROUP, INC.

Richard J. Morgan V.P.
(NAME/TITLE) Richard J. Morgan V.P.

1a

(NAME/TITLE)

1b

(NAME/TITLE)

11

RETURN RECEIPT TO:

COPELCO LEASING CORPORATION
ONE MEDIQ PLAZA
PENNSAUKEN, NEW JERSEY 08110

12

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

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) PDI CORP 2200 Somerville Road Annapolis, Maryland 21401	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. 270968 Date 12-15-87, 1987
 Record Reference book 520 page 586

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 by \$250,000. The loans are secured by A/R and Inventory and therefore are not subject to recordation taxes.

RECORD FEE 10.00
 POSTAGE .50
 #471190 0777 R03 F11:10
 10/04/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Dated this 22 day of Sept, 19 89

DEBTOR:
PDI CORP

By: Gerard J. Klein
Gerard J. Klein, Treasurer (Title)

SECURED PARTY:

Signet Bank/Maryland

By: R. L. Brown
Ross L. Brown, A.V.P. (Title)

UCC-5

15.8

RECEIVED
SEP 28 1989

278758

546 REC 5(11)

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)
Miami Aircraft Support, Inc.
12515 N. Kendall Drive
Suite 430
Miami, FL 33186

2. Secured Party(ies) and address(es)
U S WEST Financial Svcs, Inc.
11811 N. Tatum Blvd.
Suite 3076
Phoenix, AZ 85028

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#471200 0777 R03 711:10
10/04/89

H. ERLE SCHAFER

5. Assignee(s) of Secured Party and Address(es)

4. This financing statement covers the following types (or items) of property:
One (1) Stewart & Stevenson Model TM4900, Trailer Mounted
90KVA GPU Complete with 30 Ft. A.C. Load Cable
As well as all attachments, replacements, substitutions and accessories thereof, as well as all goods hereafter added to or affixed to or acquired in replacement of or used in connection with said above described goods and all proceeds of the foregoing.

"Not subject to Maryland Recordation Tax"

9-29-AP

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 County, MD

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Miami Aircraft Support, Inc.
By: [Signature]
Signature(s) of Debtor(s)

U S WEST Financial Services, Inc.
By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. 1150

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270739

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated 9-26-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C. S. LAWN & LANDSCAPE, INC.
Address 1600 ROSSBACK ROAD, DAVIDSONVILLE, MARYLAND 21035

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 NEW JOHN DEERE 770 TRACTOR S/N 001905
1 NEW JOHN DEERE 70 LOADER S/N 113513
1 NEW JOHN DEERE #7 BACKHOE S/N 004179

RECORD FEE 11.00
POSTAGE .50
#471220 0777 R03 T11:12
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

C.S. LAWN & LANDSCAPE, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN DEERE COMPANY
P.O. BOX 65090
WEST DES MOINES, IOWA 50265-0090

(Signature of Secured Party)

E. GERALD GARDINER, SR.
Type or Print Above Signature on Above Line

1/50

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

David R. Smith
Sandy L. Smith

Mailing Address

490 Patuxent Road #45
Odenton, Maryland 21113

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

RECORD FEE 12.00
POSTAGE .50
#AT1230 CYTT ROB T11-13
10/04/89
H. ERLE SCHAFER
CIRCUIT COURT



- 1. This Financing Statement covers the following types (or items) of property (the collateral).

New 1989, Imperial Homes Corp., Regal Print 201, 60 X 14 Mobile Home
White, Serial # IH892980

- 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

David R. Smith
Sandy L. Smith

Secured Party

JOHN HANSON SAVINGS BANK FSB

By

CJ Doyce

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to John Hanson Savings Bank FSB.

1250

When recorded, please return to:
Century National Bank
1875 Eye St., N.W.,
Washington, D.C. 20006
ATTN: Kathy McMenamy

278761
BOOK 546 PAGE 503

Anne Arundel County

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 200,000.00

To Be Recorded in Land Records (For
Fixtures Only).

NAME	ADDRESS		
1. Debtor(s) (or assignor(s))	No.	Street	City State
Barry Manson, D.D.S.	821	West Benfield Road #6	Severna Park, MD 21146

2. Secured Party (or assignee)
CENTURY NATIONAL BANK 1875 Eye St., N.W., Washington, D.C. 20006

3. This Financing Statement covers the following types (or items) of property:

Per the Schedule "A" attached hereto and made a part hereof.

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#471240 C777 R03 T11:13
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
RECORD TAX 1386.00
#471250 C777 R03 T11:14
10/04/89

CHECK X THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the described below:
(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: _____
5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
(If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party:

Debtor(s) or Assignor(s)

CENTURY NATIONAL BANK

Barry Manson, D.D.S.

By: Peter A. Converse

Barry Manson

Type Name Peter A. Converse

Title Executive Vice President

Type or Print Name and Title of Each Signature

11
1900
50

THIS SCHEDULE A is attached to and made a part of a Financing Statement
by and between Century National Bank, a national banking association and
Barry Manson, D.D.S.

Collateral Description:

- (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 right, 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 monies 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, 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, Furniture, and Fixtures.** All of the equipment, furniture, 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, Furniture, and Fixtures.** All of the equipment, furniture and fixtures of each Debtor described on Exhibit 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) **Motor Vehicles.** Each of the Debtor's motor vehicles described on Exhibit A attached hereto and made a party 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, and (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- (h) **Patient Records.** To the extent not determined to be the property of the Debtor's patients, all of Debtor's active and inactive patient records, charts, x-rays, appointment books, recall records, filing records, case models, general intangibles, and any and all other records or forms pertaining to patients, whether they are on hard copy or computer program/discs, together with all cash and non-cash proceeds and products thereof.
- (i) **Other.** All of the property of each Debtor described on Exhibit A attached hereto and made a party hereof by reference, together with all cash and non-cash proceeds thereof.
- (j) **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 account, 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.

Debtor: Barry Manson, D.D.S.

By: *Barry Manson*
Barry Manson

Its: ✓

Date: 9/21/85

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. 275665 recorded in Liber 535 Folio 340 on 12/12/88 at Anne Arundel County



1. DEBTOR(S): Schwarz Purcell Architects, P.A.
 ADDRESS(ES): 86 State Circle
 Annapolis, Maryland 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Lynn Amos
 ADDRESS: MAILSTOP: 500-270, Post Office Box 987, Baltimore, Maryland 21203

RECORD FEE 10.00
POSTAGE .50
#471270 CTT: R03 111:15
10/04/89

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.)

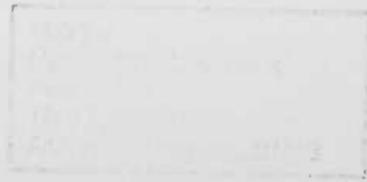
- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee 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 \$ 5,000.00. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County
- 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. Debtors have changed address to: 1 State Circle, Annapolis, Maryland 21401
See Attached Schedule A for additional collateral.

DEBTOR(S): Schwarz Purcell Architects, P.A. SECURED PARTY: Maryland National Bank
 (Signature necessary only if Item 6 is applicable) BY: (SEAL)
 BY: (SEAL) Timothy J. Murphy, Commercial Banking Officer
 BY: (SEAL)
 Type or print name and title of Debtor and Name and Title of Authorized Signer.

207-126 REV 4-86

1500



To the Clerk:

Do not record this page. The 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 5, 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.)"

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
- State of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

dated September 21, 19 89, and executed by Schwarz Purcell Architects, P.A.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

Additional Collateral: All Equipment. All of the Grantor's equipment, both now owned and hereafter acquired, together with (i) all additional, 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.

GRANTOR/DEBTOR

By: Craig Purcell (SEAL)

Name: CRAG PURCELL
Craig Purcell, President
Title: PRESIDENT

GRANTOR/DEBTOR

By: John J. Schwarz (SEAL)

Name: JOHN J. SCHWARZ
John Schwarz, Vice President
Title: VICE PRESIDENT

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270702

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Hankins, Kenneth C. T/A OK Trucking
Address 614 Carl Avenue Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.
Address 1103 Dorsey Road Glen Burnie, MD 21061

Orix 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:
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061



RECORD FEE 18.00
POSTAGE .50
#471340 0777 703 111418
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Kenneth C. Hankins T/A OK Trucking
Kenneth C. Hankins
(Signature of Debtor)

Kenneth C. Hankins
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stursa Equipment Company, Inc.
Marvin Stursa, Pres
(Signature of Secured Party)

Marvin Stursa, Pres
Type or Print Above Signature on Above Line

185

CONDITIONAL SALE CONTRACT NOTE

540 (REV. 11/88)

TO: Stursa Equipment Company, Inc. ("Seller") FROM: Kenneth C. Hankins T/A OK Trucking ("Buyer")
1103 Dorsey Road Glen Burnie, MD 21061 614 Carl Avenue Glen Burnie, MD 21061

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. Includes items like 'One (1) Mark II "Pop-up" Shredder' and terms like '(1) TIME SALES PRICE \$44,967.20'.

*Description of any Trade-in:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 614 Carl Avenue, Glen Burnie, 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 Twenty four thousand nine hundred sixty seven and 20/100***** Dollars (\$ 24,967.20) being the above indicated Contract Price (hereinafter called the "time balance") in 30 successive monthly installments, commencing on the 1st day of November, 19 89 and continuing on the same date each month thereafter until paid; the first 29 installments each being in the amount of \$ 832.24 and the final installment being in the amount of \$ 832.24 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: September 25, 19 89 BUYER(S)-MAKER(S): Kenneth C. Hankins T/A OK Trucking (SEAL)
Accepted: Stursa Equipment Company, Inc. (SEAL) (Print Name of Seller Here) Kenneth C. Hankins T/A OK Trucking (SEAL) (Print Name of Buyer-Maker Here)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: Kenneth C. Hankins (SEAL) (Print Name of Co-Buyer-Maker Here)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale, applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED.

(Guarantor-Endorser) (L.S.) (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of full consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

ASSIGNMENT

546 511

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 September 25, 1989 between Stursa Equipment Company, Inc. as Seller/Lessor/Mortgagee and Kenneth C. Hankins T/A OK Trucking 614 Carl Avenue Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to FICAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract, and (2) the unpaid balance of the contract assigned hereby is \$24,967.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of September, 19 89

Stursa Equipment Company, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

FICA L 5A

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. \$ 1415.42

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 WARREN L. & VICTORIA A. ROBERTSON

Address 313 OAKMANOR DR. # 102 GLEN BURNEI, MD. 21061

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P. O. BOX 997

GLEN BURNEI, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 12.00
RECORD TAX 14.00
POSTAGE .50
#11350 CTTY 003 T11#19
10/04/89

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 [X] 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)

Warren L. Robertson (Signature of Debtor)

WARREN L. ROBERTSON Type or Print Above Name on Above Line

Victoria A. Robertson (Signature of Debtor)

VICTORIA A. ROBERTSON Type or Print Above Signature on Above Line

Gina Jordan (Signature of Secured Party)

GIAN JORDAN ADMIN. ASST. Type or Print Above Signature on Above Line

12 14-50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3568.44

If this statement is to be recorded in land records check here.

This financing statement Dated 8-4-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Frank R Segarra & Sandra Segarra
Address 428C Pamela Rd Glen Burnie, Md 21061

2. SECURED PARTY

Name AVCO Financial Services
Address PO Box 997 Glen Burnie, Md 21061



RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50

4471360 0777 R03 711:19
10/04/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) 8-18-92

4. This financing statement covers the following types (or items) of property: (list)

- (2) Bicycle's
Dining Rm Set
Stereo Equip
(2) TV's
Typewriter
VCR
Living Rm Set
Bedroom Set

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)

X 7-12-89 (Signature of Debtor)
FRANK SEGARRA

Type or Print Above Name on Above Line
X Sandra Segarra (Signature of Debtor)
SANDRA SEGARRA
Type or Print Above Signature on Above Line

(Signature of Secured Party)
STEVE CAMPBELL AST MRG
Type or Print Above Signature on Above Line

12 28 50

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)

Edgardo J. Julian
1342 Black Walnut Ct.
Annapolis, Md. 21403

2 Secured Party(ies) and address(es)

Security Pacific Fin. Srv.
901 Dulaney Valley Rd Ste 126
Towson, MD 21204

3 Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 3.10
RECORD FEE 5.40
POSTAGE .50

4. This financing statement covers the following types (or items) of property:

Conditional Sales Contract signed, not subject to tax. Water conditioner syste,-Culligan. Individual house at

1342 Black Walnut Ct.
Annapolis, Md. 21403

Owned by Edgardo J. Julian.

5 Assignee(s) of Secured Party and Address(es)
11/23/88
04/22/88

528-487

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: .50

Filed with:

Ann Annapolis

RECORD FEE 12.00
POSTAGE .50

#471450 0777 R03 111430

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 Sept 18 19 89

By: Shirley Hein Branch Manager
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy-Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

88-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278766

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$10,799.50

If this statement is to be recorded in land records check here.

This financing statement Dated 09/20/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harold M. Pumphrey (216-28-3133)
Address 511 Pumphrey Lane, Glen Burnie Md. 21061

2. SECURED PARTY

Name Bank of Delaware
Address 3 The Plaza Dover DE 19901

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1988 Kubota BT200DT tractor # 62477
1988 Kubota B1630 loader # 22004/33
1988 Woods BH650 backhoe # 02417
1989 Befco C25-711 mower # 117767

Name and address of Assignee
RECORD FEE 11.00
RECORD TAX 77.00
POSTAGE .50
#471550 CTTT R03 111456
10/04/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Harold M. Pumphrey
(Signature of Debtor)
Harold M. Pumphrey
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Bank of Delaware
Rose Ann Smith
(Signature of Secured Party)
Rose Ann Smith AUP
Type or Print Above Signature on Above Line

Handwritten initials

TERMINATION-STATEMENT

INSTRUCTIONS

- 1. PLEASE TYPE this form
- 2. TYPE names of all parties under signatures
- 3. If the space provided for any item(s) is inadequate, continue on additional 8 1/2 x 11 sheets.

FOR FILING OFFICER (DATE, TIME, NUMBER & Filing Office)

THIS TERMINATION STATEMENT is presented to a filing officer for filing pursuant to the UNIFORM COMMERCIAL CODE.

1. DATE: August 1, 1989

2. DEBTOR(s) (Last Name First)

Schultz, Gary L.
 Schultz, Yoon Hi

Address of the station
 8071 Jumpers Hole Road
 a/k/a 8071 Ritchie Highway
 Pasadena, Maryland

3. SECURED PARTY(ies) & address(es)

James A. Andersen
 Karen H. Andersen
 406 Grist Mill Crossing
 Severna Park, Maryland 21146

4. By this TERMINATION STATEMENT, the undersigned SECURED PARTY states:

- (a) there is no outstanding secured obligation due from the DEBTOR; nor is there any further commitment to make advances, incur obligations or otherwise give value to the DEBTOR by the SECURED PARTY.
- (b) That the SECURED PARTY no longer claims a security interest under the FINANCING STATEMENT existing between the parties further identified as

File No. 268756 as recorded among the FINANCING STATEMENT ledger of

Anne Arundel City/County Liber 515 Folio 116

Filed With:

RECORD FEE 10.00
 DISTRICT 50
 #471380 CITY RD3 F11-59
 10/14/89

By: James A. Andersen

By: Karen H. Andersen

Signature(s) of SECURED PARTY(ies)

DEBTOR COPY _____
 SECURED PARTY Copy _____

FILING OFFICER Copy - Alphabetical _____
 FILING OFFICER Copy - Acknowledgement _____

RETURN RECORDED STATEMENT TO:
 Kaplan & Kaplan, P. A.
 11 E. Mount Royal Avenue
 Baltimore, Maryland 21202

158

PARTIES

Debtor name (last name first if individual) and mailing address:

ICE BRUCE A.
HOLIDAY ESTATES LOT A55
JESSUP MD 20794 1

Debtor name (last name first if individual) and mailing address:

^{c fci}
ICE KATHERINE L.
HOLIDAY ESTATES LOT A55
JESSUP MD 20794 1a

Debtor name (last name first if individual) and mailing address:

1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

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
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):

BRYANT & BRYANT

Robert M Bryant - President 4

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

516 517 278767

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____

RECORD FEE 12.00
#471620 0717 A03 7124.52
10/04/89
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

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

1983 CONCHEMCO ^{XCF BAI} NASHUA 14 X 70
SERIAL # MCNX370142B112664 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):

ICE BRUCE A. *Bruce A. Ice*

^{fci}
ICE KATHERINE L. *Katherine L. Ice*

1h 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

REGORER FROM
Registré, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

FILED OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Assignments
Sheets Presented

1. Debtor(s) (Last Name First) and Address(es)
Harris, Robert L.
7997 Nolecrest Road
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

3. (a) This statement refers to original Financing Statement bearing File No. 254030
Filed with Anne Arundel Date Filed December 20, 19 88
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25 9-103, (5) mark this block

RECORD FEE 10.00
POSTAGE .50
HAT1680 GT/T ROB TIZ103
10/04/89
For Filing H. EARLE SCHAFER
Officer AA CO. CIRCUIT COURT

- 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.
- 9.

One (1) New Caterpillar Backhoe Loader Model 416
S/N 5PC02846

ASSIGNEE OF THE SECURED PARTY
Orix Credit Alliance, Inc.
500 DiGiulian Blvd. P.O. Box 1680
Glen Burnie, MD 21061

#07440

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 105.56

FINANCING STATEMENT CHANGE

Standard Form Approved by
N. C. Sec. of State
and other States shown above.

UCC 3

FINANCING STATEMENT FORM UCC-1

Identifying File No. 278768

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Howard Foraker Sr.

Address 300 Chinquapin Round Road, Annapolis, MD 21401

2. SECURED PARTY

Name Space Maker Systems Co., Div. The Space Maker Group Inc

Address 3310 Childs St. Baltimore, Md 21226

#471680 CT77 A03 112:05 10/04/89

H. EARLE SCHAFER

Person And Address To Whom Statement Is To Be Returned If Different From Above

CLERK OF CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) One new 1989 Toyota Skid Steer Loader model 2SDK7, s/n 11188, flotation tires, 11.3 cu. ft. bucket with teeth

Toyota Motor Credit Corp. 19001 S. Western Ave. Torrance, Ca. 90509

Not subject to recordation tax- conditional sales contract secured party is 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)

(Signature of Debtor)

Howard Foraker Sr. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Jerald H. LaMaskin Pres. 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. 197730

RECORDED IN LIBER ~~197730~~ FOLIO 548 ON December 11, 1987 (DATE)

1. DEBTOR

Name Lend Lease Trucks Inc.

Address 7700 France Avenue South, Minneapolis, MN 55435

RECORD FEE 10.00

POSTAGE .50

#471680 DT/T R03 110:06

10/04/89

J.P. CLERK

2. SECURED PARTY

Name Norwest Bank Minnesota, N.A. (formerly Norwest Bank Minneapolis)

Address 8th and Marquette

Minneapolis, MN 55479

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

Dated August 4, 1989

Alan R. [Signature] J.P.

(Signature of Secured Party)

Norwest Bank Minnesota, National Association

Type or Print Above Name on Above Line

1580

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County, MD
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 51,000.00. 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, Maryland

5. Debtor(s) Name(s): Pillsbury Hospitality Associates, Inc. Address(es): c/o Historic Inns of America
16 Church Circle
Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department Prof. Banking Group
Attention: Thomas T. Firth, III Post Office Box 987, Mailstop 500-715
Baltimore, Maryland 21203



7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
 - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
 - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

RECORD FEE 13.00
RECORD TAX 357.00
POSTAGE .50
MAY 13 10 37 12:10
10/04/89
CHAFER
AA CO. CIRCUIT COURT

Description of Collateral (or Real Property). (Continued on Schedule A)

Schedule A Attached

Debtor: Pillsbury Hospitality Associates, Inc. Secured Party: Maryland National Bank

By: Leland C. Pillsbury (Seal)
Type name and title, if any
President

By: Thomas T. Firth, III (Seal)
Type name and title
Thomas T. Firth, III, Vice President

135
357-50



MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

This is the Schedule A to:

- ___ a security Agreement
- ___ a financing Statement
- ___ other.

dated _____, and executed by _____

_____ ("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description(continued):

Personal System 2 Model 80
 70 MB Hard Disk
 4 MB RAM, 16MHz
 Monochrome Display
 XENIX Operating System
 DOS 3.3
 1200 Baud Modem
 Thoroughbred Basic 1-8 Users
 8 Way Serial Card Ports
 1 Parallel Port
 1- 150 MB Tape Drive
 3- J&E ASCII Link Terminals
 1- UPS (800 watt)
 1- Terminal Emulation Program (For existing PC

Network Machine - VNS 20MHz w/ VGA Card,
 VGA Monitor & Network Card

HP LaserJet Series II

25-in-1 Font Cartridge

Network Card

Word 5 upgrade

Cables and Miscellaneous

Fee for Services

One (1) master control panel (MA 900); one (1) digital keypad; one (1) interior siren speaker; contact two (2) exterior doors; three (3) passive infrared motion detectors; necessary wire and hardware to complete the installation.

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

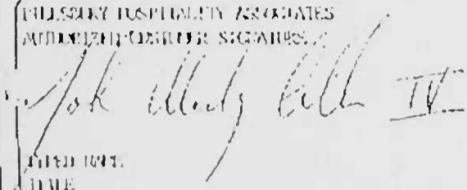
SCHEDULE A

This is the Schedule A to:
 ___ a security Agreement
 ___ a financing Statement
 ___ other.

dated _____, and executed by _____

_____ ("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description(continued):

CASHMENT 017-748-6714		ORDER 053571901		DATE 08/07/89		
FLEISHER HOSPITALITY ASSOCIATES 25 WEST STREET BALTIMORE MD 21401		AIST 400 E. PRATT ST. 2ND FLOOR BALTIMORE MD 21202		AIST CREDIT INFORMATION South Atlantic 301-576-9895		
TRANSACTION TYPE PURCHASE						PAGE 1 OF 2
ITEM NO./SERVICE DESCRIPTION	UNIT PRICE	QUANTITY	LIC. FEE	AMOUNT	UNIT PRICE LICENSE FEE	INSTALLATION OR-TIME CHARGE
WIRE TIE	00106	012 1		0	0.00	0.00
WIRE TIE/TERMINAL	50010	012 1		0	0.00	0.00
4 PAIR WIRE	2775-006	012 1		1	26.00	0.00
SPRINT 5 FOOT	3103-006	012 1		10	4050.00	260.00
SPRINT 25 FOOT	3180-006	012 1		2	598.00	50.00
1225 COIN OPER	0031-008	012 1		1	2355.00	147.00
4 IN EXPANSION	00312	012 1		1	195.00	28.00
WIRE					7226.00	585.00
TERMINAL, TIEU ATTACHED (1) PAIR(S)					400.00	56.00
ESTIMATED SHIPPING CHARGES						15.58
FILING/ORDER FEES						0.00
CREDITS/LOAN INTEREST					0.00	0.00
GRAND TOTAL					7716.00	656.58
ALL PRICES AND RATES ABOVE ARE EXCLUSIVE OF SALES/TAXES						\$8,370.98
WARRANTY COVERAGE: RETURN-SERVICE-FEE (1) 24 HOURS, 7 DAYS (2) PAID BY/ON/BEHALF OF (3) CUSTOMER WARRANTY FEE (4) CUSTOMER ON-SITE SERVICE (5) AIST ON-SITE SERVICE (6)						POST WARRANTY MAINTENANCE REQUIRED: YES If Yes, see Maintenance Agreement attached
FREEZE DATE: 08/07/89						
DELIVERY DATE:						
INSTALLATION DATE:						
CREDITED LOCATION 25 WEST STREET BALTIMORE MD 21401				AIST AUTHORIZED SIGNATURE		
FLEISHER HOSPITALITY ASSOCIATES AUTHORIZED-CUSTOMER SIGNATURE: 				TYPE NAME TITLE ADDRESS 400 E. PRATT ST. 2ND FLOOR CITY STATE ZIP CODE BALTIMORE MD 21202		

FINANCING STATEMENT

- TO: _____ Financing Records, State Department of Assessments and Taxation
- _____ Financing Records, Circuit Court of Montgomery County, Maryland
- X _____ Financing Records, Circuit Court of Anne Arundel County, Maryland

THIS FINANCING STATEMENT, dated this 13 day of September 1989, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

DAVID S. RUGGIERI
34 Esworthy Terrace
Gaithersburg, Maryland 20878

2. Secured Party's name and address:

HOME FEDERAL SAVINGS BANK
5225 Wisconsin Avenue, N.W.
Washington, D.C. 20015

RECORD FEE 11.00
POSTAGE .50
#471760 0777 R03 712+10
10/04/89
H. URLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers the following property:

- A. all of the Debtor's right, title and interest in and to the first \$30,000.00 of that certain broker's commission in the amount of One Hundred Thousand Dollars (\$100,000.00) due to the Debtor from Greenbriar Limited Partnership upon the sale of the real property described in that certain land purchase agreement dated March 3, 1989, by and between Greenbriar Limited Partnership and Richard E. Polm, as the same was amended by that certain addendum to land purchase agreement dated April 14, 1989; and
- B. any and all products, proceeds, substitutions or additions to the aforesaid; and
- C. any and all of the Debtor's records, documents and files pertaining or relating to the aforesaid.

4. This Financing Statement secures an obligation of the Debtor and Elissa C. Ruggieri to the Secured Party in the principal of \$30,000.00, which obligation has a maturity date of June 30, 1990.

DEBTOR:

David S. Ruggieri (SEAL)
David S. Ruggieri

NOT SUBJECT TO RECORDATION TAX.

[0070I]

1150

Home Federal Savings Bank
5225 Wisconsin Avenue, N.W.
Washington, D.C. 20015

Mail To:

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor
Ronald C. Miller
SANDRA E. MILLER

Mailing Address
Summerhill MOBILE HOME PARK
Lot 64
Crownsville, Maryland 21032

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

RECORD FEE 12.00
POSTAGE .30
HAT1190 CITE ROS 112-12
10/04/89

H. ERLE SCHAFER
CLERK, CIRCUIT COURT

- 1. This Financing Statement covers the following types (or items) of property (the collateral).

1990 14x70 Nally Park Forest Park Serial # 23155
Deck Steps, Anchors, SKIing, A/C

- 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

Ronald C. Miller
Sandra Miller

Secured Party

JOHN HANSON SAVINGS BANK FSB

By

Kathryn Reiley

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 John Hanson Savings Bank FSB.

546-526

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270772

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated
Address 601 Nursery Rd. Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 133 Defense Hwy., 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)

See Exhibit "A" attached hereto and made a part hereof

RECORD FEE 11.00
POSTAGE .50
#471830 CTTT R03 11/15
Name and address of Assignee
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

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 of Debtor: MIS Director

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

Handwritten initials

EXHIBIT A

Description of Equipment

- Two(2) 011006 *(2) MOD 30 286 (512K, 1.44DD)
S/N(s): 7495129,7419465DTFO
- Two(2) 051675 PLUS 40MB HARDCARD
S/N(s): 903CD11824, 903CD11864
- Two(2) 030844 COLOR DISPLAY 12in (8513)
S/N(s): 0640218DTFO, 0577060DTFO
- Two(2) 060881 0.5MB MEM 30-286 SYBD F/0608
- Two(2) 071338 SMARTMODEM 2400 EXT
S/N(s): A04331083156,A04331083111
- Two(2) 221380 CLOSE-UP CUST/TERMINAL V3.0
- Two(2) 200821 EA (5) DOS 3.3 IBM
- Two(2) 400402 CBL:IBM PAR 15ft
- Two(2) 40X522 CABLE: 9'25M-25F RS232
- Two(2) 251896 EA ADDL USER F/251894
- Two(2) PROPRINTER XL24E (24 WIRE,WID)
S/N(s): 2057637, 2058059

General Elevator Company, Incorporated

Type Full Legal Company Name

[Handwritten Signature]

Signature

David A. Quacinta

Print Name

Signature

Print Name

MIS Director

Title

Title

September 20, 1989

Date

September 20, 1989

Date



278773

516 528

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 4,995.00. 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 Courts of Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Circle Graphics, Inc. 7484 K Candlewood Road
 Harmans, Maryland 21077

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Baltimore, Maryland 21201



RECORD FEE 11.00
 RECORD TAX 35.00
 #471940 0777 R03 112415
 10/04/89
 W. EARL SCHAFER
 AA CO. CIRCUIT COURT

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Circle Graphics, Inc.
 By: Jay Berkowitz, President (Seal) _____ (Seal)
 Jay Berkowitz, President _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1K
35
80

SCHEDULE A

FORM 546 PAGE 529

This schedule A is attached to and made a part of a financing statement by and between Circle Graphics, Inc. ("debtor") and Equitable Bank National Association ("secured party").

One (1) Kodak 560 - B Stat Camera, Serial No. 5060B402155

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270771

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Capital Corporation

Address 12011 Guilford Rd., #103, Annapolis Junction, MD 20701

2. SECURED PARTY

Name National Eagle Leasing, Inc.

Address 6110 Executive Blvd., #230, Rockville, MD 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All equipment leased pursuant to Equipment Lease Agreement No. C-175, dated August 16, 1989.

Name and address of Assignee
RECORD FEE 11.00
#471930 0777 003 112#20
10/04/89
H. ERLE SCHNEER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard Goodman
(Signature of Debtor)

Richard Goodman, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W.H. McGuire
(Signature of Secured Party)

William H. McGuire, President
Type or Print Above Signature on Above Line

278775

546 531

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)
Auto Doctor, Inc.
622 Chapelview Drive
Odenton, MD 21113

2. Secured Party(ies) and address(es)
Banc One Leasing Corp.
2400 Corporate Exchange Dr. Suite 300
Columbus, OH 43231

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
RECORD TAX 112.00
4471970 C777 R03 12/22
12/24/99

4. This financing statement covers the following types (or items) of property

SEE ATTACHED SCHEDULE X

Recordation Tax Due
Anne Arundel Court
Principal Amt. \$15720.00
Amt. Pd. \$112.00

5. Assignee(s) of Secured Party and Address(es)
CO. CLERK COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. Check if not
 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:

Auto Doctor, inc.
By: [Signature]
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1
11 12 8

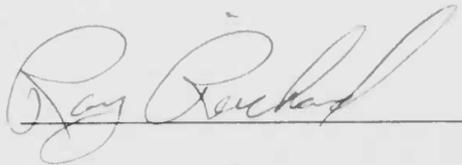
SCHEDULE X ATTACHED TO AND MADE A PART OF THAT
CERTAIN FINANCING STATEMENT EXECUTED BY
AUTO DOCTOR INC. AS DEBTOR AND SHOWING
BANC ONE LEASING CORP. AS SECURED PARTY

This Financing Statement covers the following types or items of property:

- I. This is a lease transaction, but, in the event it is construed to be a sale, Creditor/Lessor and its assigns and successors, holds a Purchase Money Security Interest in the property described in Schedule "X" hereto and made a part hereof.
- II. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located; all accessories, parts, and other property now or hereafter affixed to, or used in connection with, the property described in Section II below; all substitutions for and replacements of the property described in Section II below; all accessions to the property described in Section II below; and all proceeds of all of the foregoing and of all of the property described in Section II below including without limitation any leases of any of the foregoing or of any of the property described in Section II below;
- III. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located:

- 1 40-550 BACE Engine Analyzer S/N 04J1266
- 1 43-235C DIS Kit
- 1 43-191 Mag Timing Kit
- 1 43-239 OTC Interface S/N 06J1600
- 1 Temperature Probe

DEBTOR'S SIGNATURE OR INITIALS:



Page 1 of 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

Name PMA ASSOCIATES, INC. DBA/ OUTFITTERS OF ANNAPOLIS
Address 326 FIRST ST. ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORP.
Address 2401 PLUM GROVE RD. STE. 118 PALATINE, IL. 60067

Person And Address To Whom Statement Is To Be Returned 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 goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, including all returns and repossessions thereto and thereof, (hereinafter called "inventory"); All accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor (hereinafter called "Accounts"); All equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; All reserves, however created, of Debtor in the possession or control of Secured Party; All of Debtor's rights to any rebates, discounts, credits, factory holdbacks and incentive payments which may become due to Debtor by the manufacturer or distributor with respect to any of the inventory; All proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

RECORD FEE 12.00
MORTGAGE 3.00
H. EARLE SCHAFER
HA CO. CIRCUIT COURT

"NOT SUBJECT TO RECORDATION TAX AS SECURED PARTY HOLDS AN INVENTORY SECURITY AGREEMENT"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PMA ASSOCIATES, INC. DBA/ OUTFITTERS OF ANNAPOLIS

(Signature of Debtor)

PETER MIETH PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

SUSAN VOGELSANG BA I
Type or Print Above Signature on Above Line

154821

FINANCING STATEMENT

1. To Be Recorded in the State Department of Assessments and Taxation.

2. X To Be Recorded among the Financing Statement Records.

3. X Not subject to Recordation Tax.

4. Owner's Name(s)	Address(es)
TOWER TECHNOLOGIES, INC.	c/o Marc J. Antkowiak 1705 Treehouse Court Annapolis, Maryland 21401

5. Secured Party	Address
SECOND NATIONAL FEDERAL SAVINGS BANK	P.O. Box 2558 Salisbury Maryland 21801 Marion J. Minker, Jr.

6. This Financing Statement covers and Owner hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.



A. Contract Rights. All of the contract rights of Owner both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of Owner (including, without limitation, all notes, notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of the Owner (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.

1300
/ 30



546 535

7. All or a portion of the property described above constitutes security for a revolving loan in the amount of \$30,500.00 from the Secured Party herein to the Borrower herein as evidenced by a Revolving Loan Note dated September 26, 1989.

OWNER: TOWER TECHNOLOGIES, INC.

By: Marc J. Antkowiak (SEAL)
Marc J. Antkowiak
President

Address where Collateral
will be located:

Tower Technologies, Inc.
1705 Treehouse Court
Annapolis, Maryland 21401

DATE: September 26, 1989

Mr. Clerk: Please return to Susan H. Hickes, Esquire,
Blumenthal, Wayson, Downs & Offutt, P.A., 121 Cathedral
Street, P.O. Box 868, Annapolis, Maryland 21404.

s43368ea.fin

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 6, as shown on Plat 2 of WOODLORE, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 79, folio 27.

BEING all that same lot that by Deed dated October 31, 1983, recorded among the Land Records of Anne Arundel County in Liber 3657, folio 327, was granted and conveyed to the Grantor herein.

a:s43368ea.exa

Please Return to:

BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868

Attn: David S. Bruce

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

89-0657

This financing statement Dated Aug 31, 1984 presented to a filing officer for filing pursuant to the Uniform Commercial Code.



LAWYERS TITLE INSURANCE CORPORATION
114 E. LEXINGTON ST., 3rd FLR.
BALTIMORE, MD 21202
301-539-3212

1. DEBTOR

Name Glen Burnie Fitness, Inc.
Address 3425 Thorton Road, Lutherville, Md. 21093

2. SECURED PARTY

Name Metropolitan, Bank, N. A.
Address 1455 F Street, Suite 200
Washington, DC 20004

Person And Address To Whom Statement Is To Be Returned 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 1

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)

GLEN BURNIE FITNESS, INC.

BY: Bernard P. Caplan, Jr.
(Signature of Debtor)

Bernard P. Caplan, Jr., President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

METROPOLITAN BANK, N.A.

BY: Timothy M. DeLong
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150



EXHIBIT 1

Each and every account, receivable, contract right, lease, chattel paper, and other rights of the Debtor to the payment of money, of every nature, type and description, whether now owing to the Debtor or hereafter arising, and all monies and other proceeds (cash or non-cash), including returned goods now or hereafter to grow due thereon, whether now owned or hereafter acquired.

GLEN BURNIE FITNESS, INC.

BY: Bernard P. Caplan, Jr.
Bernard P. Caplan, Jr., President

546 539

PARTIAL RELEASE OF FINANCING STATEMENT FROM FINANCING RECORDS
ANNE ARUNDEL COUNTY, MARYLAND

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

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. _____ recorded in
Liber 515, Folio 493 on August 12, 1987 (Date).

1. **DEBTOR(S):** Fishing Creek Farm Associates, Inc., and Mark R. Vogel AKA
 Name(s) Mark Vogel
 The Watergate
 Address(es) 600 New Hampshire Ave.
 Washington, D.C. 20037

2. **SECURED PARTY:**
 Name SECOND NATIONAL FEDERAL SAVINGS BANK
 P. O. Box 2558
 Address Salisbury, Md. 21810

Person and Address to whom Statement is to be returned if different from above.
 David S. Bruce, Esq., Blumenthal, Wayson, Downs & Offutt, P.A.
 P.O. Box 868 Annapolis, Md. 21404

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. **RELEASE.** (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Lot 100, as shown on a Plat entitled "Fishing Creek Farm, Plat One of Nine, a Cluster Subdivision"

RECORD FEE 10.00
POSTAGE .50
237 R02 T15:43
10/04/89

9. SIGNATURES.

SECURED PARTY

SECOND NATIONAL FEDERAL SAVINGS BANK

Marion J. Minker, Jr.
Marion J. Minker, Jr.

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10 0830

Please Return to:
BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.
BOX 868
ANNAPOLIS, MARYLAND 21404-0868
Attn: David S. Bruce

FINANCING STATEMENT 278779 546 540

TO BE RECORDED AMONG: Maryland State Department of Assessments and Taxation
Financing Statement Records of Montgomery County
Financing Statement Records of Anne Arundel County

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Fanaroff and Steppa Partnership
4 Taft Court
Rockville, Maryland 20850
2. NAME AND ADDRESS OF SECURED PARTY: Weiss Brothers Limited Partnership
One North Charles Street, Suite 1206
Baltimore, Maryland 21201

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, and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust dated October 4, 1989 executed by the Debtor for the benefit of the Secured Party (the "Deed of Trust").

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether

29/3

15.00
11.30
H. LEE WINTER
ANNE ARUNDEL COUNTY



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 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.

R7644.138
2:09/28/89

546 me 542

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR: FANAROFF AND STEPPA PARTNERSHIP

By: [Signature]
Name: Louis Fanaroff
Title: General Partner

By: [Signature]
Name: Helen F. Fanaroff
Title: General Partner

By: [Signature]
Name: Stanford C. Steppa
Title: General Partner

By: [Signature]
Name: Elaine Steppa
Title: General Partner

Filing Officer: After recordation please return this Financing Statement
to: Timothy D. A. Chriss, Esquire
233 East Redwood Street
Baltimore, Maryland 21204

EXHIBIT 'A'
LEGAL DESCRIPTION

540 543

BEGINNING for the same at an iron pipe set on the northeast side of the Old Baltimore and Annapolis Boulevard, and 3.73 feet southwest of the edge of the concrete sidewalk, said pipe being the same beginning point as in the conveyance from George W. Weaver and Helen G. Weaver to Robert E. Cooney, Jr. and E. Muriel Cooney, his wife, by Deed dated August 22, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 207, folio 147; said pipe also being the beginning point of the Second Part of the conveyance from Elmer Fox to the Severna Park Corporation, by Deed dated September 19, 1958 and recorded in Liber G.T.C. 1237, folio 73; thence with the northeast side of said Boulevard, and with the outlines of said conveyance, as corrected for magnetic difference, North 36 degrees 38 minutes West 96.32 feet to a pipe set 3.82 feet southwest of the edge of the concrete sidewalk; thence North 32 degrees 50 minutes West 92.60 feet to a pipe set 3.93 feet southwest of the edge of said walk; thence leaving said Boulevard, and with a hedgerow, North 73 degrees 44 minutes East 183.04 feet to a pipe set at the end of said hedgerow; thence North 15 degrees 31 minutes West, 6.30 feet to a monument set; thence North 74 degrees 29 minutes East 354.80 feet to a monument found; thence South 09 degrees 30 minutes East 180.54 feet to a monument found at the northeast corner of the James Bourke property, by conveyance recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 267, folio 228; thence with the second and first lines of the conveyance from Henry C. Bourke to James M. Bourke, as recorded in Liber J.H.H. 294, folio 433, reversely, North 72 degrees 25 minutes East 234.66 feet to a monument found and South 09 degrees 25 minutes East 103.09 feet to a pipe found on the south side of a 20 feet right of way; thence leaving said right of way and with the second line of Parcel 2 of the conveyance from Henry Bourke to James Bourke, as recorded in Liber J.H.H. 207, folio 477; South 08 degrees 45 minutes East 176.10 feet to an iron bolt found in the roots of a blazed tree; thence with the last line of the conveyance from CY Corporation to the Severna Park Corporation by Deed dated July 7th, 1960 and recorded in Liber G.T.C. No. 1407, folio 398, South 08 degrees 47 minutes East 89.65 feet to the beginning point of said conveyance on the northwest side of McKinsey Road; thence with the same and with the lines of said conveyance, South 57 degrees 36 minutes 30 seconds West 40 feet thence leaving McKinsey Road, North 32 degrees 23 minutes 30 seconds West, 122.47 feet to a pipe set in the South 85 degree 35 minute West 169.77 foot line of the First Part of the above mentioned conveyance from Elmer Fox; thence with part of said line South 85 degrees 35 minutes West 83.72 feet to a monument set; thence continuing with the outlines of said conveyance from Fox, South 61 degrees 14 minutes West 118.16 feet to a monument set; thence South 48 degrees 21 minutes West 157.32 feet to a pipe found; thence with the South 55 degree 48 minute West 140.5 foot line of the First Part of a conveyance from Arthur W. Giddings and Lydia E. Giddings, his wife to the Severna Park Corporation, by Deed dated April 18th, 1960 and recorded in Liber G.T.C. No. 1384, folio 357, as corrected for magnetic difference, South 56 degrees 05 minutes 10 seconds West 141.09 feet to a pipe found 2.51 feet northeast of the edge of the paving (24.3 feet wide) on the northeast side of the Old Baltimore and Annapolis Boulevard; thence continuing with the lines of the First, Second and Third Parts of said conveyance from Giddings and along the east side of said Boulevard, as found staked out in April, 1950, North 20 degrees 42 minutes West 90 feet to a pipe, North 26 degrees 18 minutes West 50 feet to a pipe and North 33 degrees 25 minutes West 126.7 feet to a pipe found in the curb line on the south side of a 20 feet right of way at the beginning of the First part of the above mentioned conveyance from Elmer Fox; thence continuing on the northeast side of said Boulevard, North 38 degrees 28 minutes West 119.7 feet to the place of beginning. Containing 6.61 acres.

SAVING AND EXCEPTING THEREFROM so much of the above described property as is part of that 0.13 acre lot or parcel of ground described in a Deed dated August 29, 1958 and recorded among the Land Records of Anne Arundel County in Liber 1253, folio 522, said lot or parcel being more particularly described as follows:

BEGINNING for the same at a point which marks the intersection of the northwesternmost side of McKinsey Road with the easternmost side of the Baltimore-Annapolis Blvd., said point of beginning being also the beginning of that conveyance from Sappington Yacht Yard, Inc. to D. Clifton Dawson and Yetive V. Dawson, his wife, by Deed dated May 4, 1950 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 568, folio 593; thence from the point of beginning so fixed and binding on the easternmost side of the Baltimore-Annapolis Blvd. and with a part of the first line of the above mentioned conveyance as now corrected for magnetic variation North 9° 35' West 5.42 feet; thence leaving the aforesaid side of the Baltimore-Annapolis Blvd., and running North 57° 05' East 149.40 feet to a point in the first line of that conveyance from Alma Bourke, single, to D. Clifton Dawson and wife by Deed dated January 28, 1958 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1182, folio 204, thence binding on a part of said line, North 15° 41' West 5.22 feet to a point thence leaving said line and running North 57° 36' 30" East 431.75 feet to a point in the South 8° 47' East 89.95 foot line of the aforesaid conveyance from Bourke to Dawson, thence with said line South 8° 47' East 10.91 feet to a point on the northwesternmost side of McKinsey Road; thence with the northwesternmost side of McKinsey Road, South 57° 36' 30" West 430.38 feet and South 57° 05' West 150.0 feet to the point of beginning. Containing 0.13 acres of land, more or less.

046 1182 204

27:028:RC

TO BE FILED WITH FINANCING RECORDS
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

278780

546 545

FINANCING STATEMENT

1. Name & Address of Debtor: MARK L. MORRIS
MARK L. GERMAN
c/o 30 Baldrige Road
Annapolis, Maryland 21401
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 912 Wells Avenue, Annapolis, Maryland 21403 and 64-70 Maryland Avenue, Annapolis, Maryland, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 912 Wells Avenue, Annapolis, Maryland 21403, 64-70 Maryland Avenue, Annapolis, Maryland 21401, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:

Mark L. Morris
MARK L. MORRIS

Mark L. German
MARK L. GERMAN

Secured Party:

SEVERN SAVINGS BANK, FSB

By:

John M. Meighan, Jr.
John M. Meighan, Jr., Attorney

void dtd



FINANCING STATEMENT

TO BE RECORDED AMONG
THE FIN RECORDS OF

ANNE BRUNDEL COMPANY

278701
RECORD FEE 25.00
POSTAGE .50
4581070 G237 R02 T13:16
10/06/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Homestead Gardens, Inc.
Central Avenue
Davidsonville, Maryland 21035
Attn: Don E. Riddle, Jr.
2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of
Maryland
18 West Street
Annapolis, Maryland 21401

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, 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

25.00
30

(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 Nicholas Lambrow and ~~Cecelia Ash~~, as Trustees, and the Secured Party. *Ralph W. Emerson, Jr.*

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of

damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is [the Debtor].

DEBTOR:

Homestead Gardens, Inc.

By: *Wm. D. Riddle*

Its *Riddle*

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

PARCEL ONE:

546 549 A

BEGINNING for the same at an iron pipe set in and 18.0 feet from the end of the South 84 degree 09 minute 30 seconds West 989.65 foot line of the conveyance from Robert A. Dietz, Personal Representative of the Estate of J. Irving King, to Daniel L. Simmons and Carolyn L. Simmons, his wife, by Deed dated May 18, 1973, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2590, page 126, and running from said beginning point as fixed and running through the above-mentioned conveyance for a new line of division, and with bearings referred to Maryland Grid North, North 17 degrees 40 minutes 59 seconds West 679.40 feet to an iron pipe set on the south side of Maryland Route 214 (50 feet wide) and in the North 53 degrees 07 minutes 20 seconds East 606.91 foot line of the above-mentioned conveyance; thence with part of said line, North 53 degrees 07 minutes 20 seconds East 580.01 feet to the end of said line; said point being further located at the end of the North 29 degrees 00 minutes West 31.64 foot line of the above conveyance from J. Irving King and Catherine A. King, his wife to Consolidated Gas Electric Light and Power Company of Baltimore by Deed dated October 19, 1954 and recorded among the said Land Records in Liber J.H.H. 874, folio 536; thence leaving said Maryland Route 214 and running with the outlines of the above-mentioned conveyance recorded in Liber J.H.H. 874, folio 536, reversely; and continuing with the outlines of the above-mentioned conveyance to Simmon recorded in Liber 2590, page 126, South 36 degrees 41 minutes 10 seconds East 100.0 feet to a concrete monument previously found; thence North 53 degrees 18 minutes 50 seconds East 100.0 feet to a concrete monument previously found on the southwest side of a 25 foot right of way mentioned in the above-referred to conveyance to the Consolidated Gas Electric Light and Power Company of Baltimore; thence leaving the said conveyance to the Consolidated Gas Electric Light and Power Company of Baltimore and running through the above mentioned conveyance to Simmons, and running with a line that is approximately 10 feet southwest of the center line of an existing gravel road, and also running along the southwest side of a 20 foot private road as now established and agreed upon between the owner of the herein-described property and Elizabeth Townshend Iglehart and N.E. Berry Iglehart, her husband, South 32 degrees 24 minutes 28 seconds East 847.14 feet; thence South 22 degrees 17 minutes 09 seconds East 87.18 feet and South 02 degrees 43 minutes East 88.28 feet to intersect the South 84 degrees 09 minutes 50 seconds East 989.65 foot line of the above-mentioned conveyance to Simmons; thence with part of said line and leaving said 20 foot private road, South 84 degrees 09 minutes 50 seconds West 893.42 feet to the place of beginning. CONTAINING 13.469 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, April 11, 1974.

BEING all of the same property which was conveyed by Daniel L. Simmons and Carolyn L. Simmons, his wife, unto Homestead Gardens, Inc., a body corporate, by Deed dated June 25, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2685, folio 364.



PARCEL TWO:

546 550
BEGINNING for the same at a concrete monument previously found at the beginning of the South 84 degrees 09 minutes 50 seconds West 989.65 foot line of the conveyance from Robert A. Dietz, Personal Representative of the Estate of J. Irving King to Daniel L. Simmons and Carolyn L. Simmons, his wife, by Deed dated May 18, 1973, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2590, folio 126; thence running from said beginning point so fixed with part of said line and with bearings referred to Maryland Grid North, South 84 degrees 09 minutes 50 seconds West 38.21 feet to a point located on the northeast side of an existing used gravel road, leading from the property of Elizabeth Townshend Iglehart and N.E. Berry Iglehart to Maryland Route 214; said point being approximately 10 feet northeast of the center line of the said existing used gravel road; thence running along the northeast side of said existing used gravel road and approximately 10 feet northeast of said center line and running through the above-mentioned conveyance to Daniel L. Simmons and wife, North 02 degrees 43 minutes West 90.64 feet; thence North 22 degrees 17 minutes 09 seconds West 92.40 feet; thence North 32 degrees 24 minutes 28 seconds West 849.66 feet to a point; thence North 55 degrees 27 minutes 32 seconds East 4.58 feet; thence still continuing with the northeast side of said existing road, as now established, North 36 degrees 41 minutes 10 seconds West 101.03 feet to an iron pipe previously set at the end of the North 53 degrees 03 minutes West 24.57 foot line of the above-mentioned conveyance to Simmons; said point being further located at the beginning of the North 53 degrees 03 minutes East 350.0 foot line of the conveyance from Alexander Park and Nancy Park, his wife, to Daniel L. Simmons and Carolyn L. Simmons, his wife, by Deed dated June 25, 1973, and recorded among the said Land Records in Liber 2651, folio 784; thence with said line and running along the south side of Maryland Route 214, North 53 degrees 03 minutes East 350.0 feet to the end of said line; thence leaving said Maryland Route 214 and running with the South 36 degrees 57 minutes East 122.27 foot line of the above-mentioned conveyance to Simmons, recorded in Liber 2651, folio 784, and also running with the North 36 degrees 57 minutes West 116.19 foot line of the conveyance from Daniel L. Simmons and Carolyn L. Simmons, his wife to Alexander Park and Nancy Park, his wife, by Deed dated June 25, 1973 and recorded in the said Land Records in Liber 2651, folio 788, reversely, South 36 degrees 57 minutes East 238.46 feet to the beginning of the said North 36 degrees 57 minutes West 116.19 foot line of the said conveyance recorded in Liber 2651, folio 780; thence running with the outline of the said conveyance recorded in Liber 2651, folio 788, reversely, North 53 degrees 03 minutes East 374.30 feet and North 41 degrees 14 minutes 58 seconds West 115.57 feet; thence leaving the said conveyance to Park, recorded in Liber 2651, folio 788 and continuing with the outlines of the conveyance to Simmons, recorded in Liber 2590, folio 126, North 43 degrees 08 minutes 02 seconds East 106.0 feet, North 40 degrees 16 minutes 17 seconds East 82.60 feet and North 29 degrees 48 minutes 32 seconds East 185.20 feet to intersect the south side of said Maryland Route 214; thence leaving said Maryland Route 214, and

running through the above-mentioned conveyance to Simmons, recorded in Liber 2590, folio 126, South 07 degrees 28 minutes 45 seconds East 659.35 feet and South 19 degrees 43 minutes 06 seconds West 1009.25 feet to the place of beginning. CONTAINING 15.0 acres, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in July 1974. SAVING AND EXCEPTING that property being known and designated as Lot No. 1, containing 0.230 of an acre, more or less, as shown on Plat entitled "Plan Showing Property To Be Exchanged By Homestead Gardens, Inc. and Baltimore Gas & Electric Company", which Plat is recorded among the Land Records of Anne Arundel County in Liber EAC No. 3909, folio 773.

BEING all of the same property which was conveyed by Daniel L. Simmons and Carolyn L. Simmons, his wife unto Homestead Gardens, Inc., a body corporate, as to an undivided 4/5 interest therein, and unto Frank P. Flury, as to an undivided 1/5 interest therein, dated October 7, 1974 and recorded in Liber 2712, folio 126, see Quit Claim Deed recorded in 3352, folio 373.

PARCEL THREE:

BEING KNOWN AND DESIGNATED as Lot No. 1A, containing 0.230 of an acre, more or less, as shown on Plat entitled "Plan Showing Property To Be Exchanged By Homestead Gardens, Inc. and Baltimore Gas & Electric Company", which Plat is recorded among the Land Records of Anne Arundel County in Liber EAC No. 3909, folio 773.

BEING the same property conveyed by Deed of Exchange and Partial Release of Mortgage, by and between Baltimore Gas and Electric Company, Bankers Trust Company and Homestead Gardens, Inc. and recorded among the Land Records of Anne Arundel County in Liber 4291, folio 752.

SAVING AND EXCEPTING 0.230 acres of land, more or less, designated as Lot 1 on a plat entitled "Plan Showing Property To Be Exchanged by Homestead Gardens, Inc., and Baltimore Gas & Electric Company", which plat is recorded among the Land Records of Anne Arundel County in Liber EAC No. 3909, folio 773. Said Lot 1 being conveyed to Baltimore Gas & Electric Company by deed recorded among the Land Records of Anne Arundel County in Liber 4291, folio 752.



546 DE 552

278782

FINANCING STATEMENT

TO BE RECORDED AMONG
THE FIRST RECORDS OF
ANNE ARUNDEL COUNTY



RECORD FEE 30.00
POSTAGE .50
#581070 0237 R02 TLX:16
10/06/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Don E. Riddle, Sr.
Don E. Riddle, Jr.
Central Avenue
Davidsonville, Maryland 21035

2. NAME AND ADDRESS OF SECURED PARTY: The First National Bank of
Maryland
18 West Street
Annapolis, Maryland 21401

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, 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

30-33



(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 Indemnity Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Nicholas Lambrow and ~~Cecelia~~ *Ralph W. Emerson* Ash, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of

damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is [the Debtor].

DEBTOR:

Don E. Riddle Sr.
Don E. Riddle, Sr.

Don E. Riddle Jr.
Don E. Riddle, Jr.

Filing Officer: After recordation, please return this Financing Statement to:

Diane Hewes
Hogan & Hartson
111 South Calvert Street
Baltimore, Maryland 21202

546 555
EXHIBIT A

BEGINNING for the same at a point located on the north side of Governors Bridge Road and at the end of the North 86° 04' West 441.42 foot line of the conveyance from Earl G. Townshend, widower, to Leonard P. Smith and Martha T. Smith, his wife, by deed dated September 30, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 969 page 590;

THENCE running from the place of beginning, so fixed, and running along the north side of Governors Bridge Road, and with bearings referred to Maryland Grid North, South 86° 42' 07" West 10.0 feet, South 87° 24' 17" West 150.94 feet, South 87° 45' 28" West 202.65 feet, and South 87° 07' 40" West 100.81 feet to a pipe set in an existing fence line and in the east outline of the conveyance from Earl G. Townshend and Myrtle W. Townshend, his wife, to James C. Morton Jr., and Hildredth Kempton, by deed dated November 7, 1940 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 225 page 490;

THENCE leaving said Governors Bridge Road and with part of the North 33° 36' East 21.0 foot line and also with the North 33° 36' East 367.2 foot line of the said conveyance recorded in Liber J.H.H. 225 page 490, as now surveyed and as marked by an existing fence line, North 26° 05' 24" East 371.75 feet to a pipe set,

THENCE continuing with the outlines of the said conveyance recorded in Liber J.H.H. 225 page 490, as now found North 25° 14' 13" East 370.95 feet to a pipe set, North 38° 31' 31" West 115.55 feet to a pipe found and North 62° 22' 31" West 1005.76 feet to a pipe set at the end of the North 54° 47' West 1005.5 foot line of said conveyance; said pipe also being at the same beginning point as in the conveyance from Earl G. Townshend and Myrtle W. Townshend to Dorothy Townshend Colona, by deed dated November 27, 1951 and recorded among the said Land Records in Liber J.H.H. 676 page 465;

THENCE with the outlines of the said conveyance in Liber J.H.H. 676 page 465, reversely, North $35^{\circ} 53' 05''$ East 109.71 feet to a pipe found, North $58^{\circ} 06' 15''$ East 126.03 feet to a pipe found, North $15^{\circ} 28' 06''$ East 84.05 feet to a pipe found, and North $07^{\circ} 08' 06''$ West 115.05 feet to a pipe found at the end of the North $35^{\circ} 13'$ East 400 foot line of the conveyance from Earl G. Townshend and Myrtle W. Townshend, his wife, to Dorothy Townshend Colona; by deed dated November 1, 1950 and recorded among the said Land Records in Liber J.H.H. 600 page 59;

THENCE with the outlines of the said conveyance in Liber J.H.H. 600 page 59, North $48^{\circ} 04' 35''$ West 530.35 feet to an existing fence post at the beginning of the South $25^{\circ} 13'$ West 580 foot line of said conveyance;

THENCE with part of said line South $16^{\circ} 08' 26''$ West 231.66 feet to an iron pipe set at the northeast corner of a proposed 2.0 Acre± parcel, said iron pipe being North $16^{\circ} 08' 26''$ East 300.0 feet from an iron pipe set at the end of the North $25^{\circ} 15'$ East 185 foot line of the conveyance from Earl G. Townshend and Myrtle W. Townshend, his wife, to Dorothy Townshend Colona, by deed dated September 30, 1952 and recorded among the said Land Records in Liber J.H.H. 727 page 409;

THENCE running thru the conveyance from Earl Gordon Townshend, widower, to Earl Gordon Townshend, Jr., by deed dated December 3, 1955 and recorded among the said Land Records in Liber 1010 page 408, and also running with the outlines of the said proposed 2 Acre± parcel, North $59^{\circ} 08'$ West 300.26 feet to a pipe set and South $16^{\circ} 08' 26''$ West 300.0 feet to an iron pipe set at the southeast corner of a proposed 40 foot right-of-way, with use in common; said pipe also being in the North $54^{\circ} 47'$ West 620 foot, more or less line, of the said conveyance recorded in Liber J.H.H. 727 page 409;

THENCE with part of said line, and running along the south side of the said proposed 40 foot right-of-way, North $59^{\circ} 08'$ West 325.78 feet to an iron pipe set at the end of said line and also at the southwest corner of the said/proposed 40' right-of-way; said pipe also being in the South $20^{\circ} 27'$ West 398.25 foot line of the mortgage by Earl G. Townshend and Myrtle W. Townshend dated July 20, 1929 and recorded among the said Land Records in Liber F.S.R. 5 page 439;

THENCE with part of said line, reversely, North 12° 46' 18" East 60.75 feet to an iron pipe set at the beginning of said line;

THENCE with the outlines of the said mortgage recorded in Liber F.S.R. 5 page 439, reversely, North 13° 44' 50" East 667.03 feet to a pipe set, North 83° 40' 22" West 291.33 feet to a pipe set, North 03° 18' 38" East 291.75 feet to an iron pipe found, North 83° 39' 29" East 321.60 feet to a pipe set, North 67° 28' 03" East 29.17 feet, North 32° 17' 26" East 62.42 feet to an iron pipe found, South 66° 53' 50" East 103.75 feet to a pipe set, South 77° 46' 50" East 373.42 feet to a pipe set, South 75° 26' 50" East 498.90 feet to a pipe set, South 73° 44' 50" East 570.17 feet to a pipe set, South 74° 38' 50" East 681.07 feet to a pipe set, South 73° 57' 01" East 820.88 feet to an iron pipe found at the end of the North 16° 40' East 476.22 foot line of the said mortgage;

THENCE with said line, reversely, and as now found, South 09° 20' 47" West 473.28 feet to a pipe set at the beginning of said line;

THENCE continuing with the outlines of said mortgage, reversely, South 09° 41' 07" West 509.60 feet to a pipe set and South 10° 54' 07" West 297.50 feet to a pipe set at the end of the North 17° 35' East 733.3 foot line of said mortgage;

THENCE with part of said line, reversely, South 10° 31' 07" West 21.48 feet to an iron pipe set at the end of the South 51° 43' East 640.3 foot line of the above first mentioned conveyance recorded in Liber 969 page 590;

THENCE with said line, reversely, North 58° 51' 21" West 641.42 feet to an iron pipe found at the beginning of said line;

THENCE continuing with the outlines of said conveyance, reversely, South 28° 29' 39" West 714.50 feet to a 24 inch Walnut Tree, South 05° 28' 07" West 114.30 feet to a pipe found, South 18° 15' 07" West 221.04 feet to a pipe found and South 11° 07' 07" West 130.0 feet to a pipe set at a point of curve;

THENCE with a curve to the left having a radius of 7.51 feet, a tangant distance of 10.0 feet and a chord bearing and distance of South 41° 05' 23" East 12.25 feet, for an arc length of 13.96 feet to the place of beginning.

CONTAINING 101.297 Acres and as surveyed by McCrone, Inc., in May, 1985.

BEING part of the conveyance from Earl Gordon Townshend, widower, to Earl Gordon Townshend, Jr., by deed dated December 3, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1010 page 408.

THE above described 101.297 Acres being subject to and having the use in common with others, of a proposed 40 foot right-of-way described as follows:

BEGINNING for the same at an iron pipe set at the end of the South 16° 08' 26" West 300.0 foot line of the above described 101.297 Acres;

THENCE from said place of beginning, so fixed, and along the south side of the herein described 40 foot right-of-way North 59° 08' West 325.78 feet to a pipe set at the beginning of the North 12° 46' 18" East 60.75 foot line of the above described 101.297 Acres;

THENCE with part of said line North 12° 46' 18" East 42.08 feet to a point;

THENCE running thru the above described 101.297 Acres and along the north side of the herein described 40 foot right-of-way South 59° 08' East 328.34 feet to intersect the South 16° 08' 26" West 300.0 foot line of the above described 101.297 Acres;

THENCE with part of said line, South 16° 08' 26" West 41.36 feet to the place of beginning.

BEING a 40 foot right-of-way, with use in common with others, running thru the above described 101.297 Acres.

To Be Recorded In The Chattel
Records of Baltimore City,
Baltimore County and Anne Arundel
County, Maryland And Among The
Financing Statement Records Of The
Maryland State Department of
Assessments and Taxation.

Not Subject to Recording Tax

FINANCING STATEMENT
(Maryland - U.C.C. -1)



- 1. DEBTOR: NATIONAL DATA PAYMENT
SYSTEMS, INC.
30 Jericho Executive Plaza
Jericho, New York 11753
- 2. SECURED PARTY: THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21202
- 3. This Financing Statement covers and the Debtor grants a
security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title and interest in and
to all of the following assets and/or property rights
of the Debtor, wherever located and whether now owned
or hereafter acquired:
 - (i) All of the Debtor's Equipment, as defined in the
Uniform Commercial Code, which was acquired by
the Debtor from the Secured Party pursuant to
that certain Purchase Agreement dated September
22, 1989 (the "Purchase Agreement"), including,
but not limited to, those items of Equipment
described on Schedule I attached hereto and made
a part hereof;
 - (ii) All of the Debtor's Inventory, as defined in the
Uniform Commercial Code, which was acquired by
the Debtor from the Secured Party pursuant to
the Purchase Agreement, including, but not
limited to, all of the credit card transaction
point of sale terminals described on Schedule II
attached hereto and made a part hereof;
 - (iii) All of the Debtor's rights in and to those
agreements which were assigned to the Debtor by
the Secured Party under the Purchase Agreement,
including, but not limited to the following, and
all amendments, renewals and modifications of
the following:

45.2

- (a) All agreements between an agent bank or other association or institution that acts as a depository of credit card transaction records and participates in the handling of credit card transactions (an "Associate Bank") and the Secured Party that, among other things, establishes the contractual relationship between the Associate Bank and the Secured Party concerning the processing of credit card transaction records, and all agreements between an Associate Bank, a Merchant which honors credit cards and the Secured Party that, among other things, establishes the contractual relationship between the Associate Bank, the Merchant and the Secured Party concerning the honoring of credit cards, the deposit of credit card transaction records, the settlement of credit card transactions, and the processing of credit card transactions (collectively, the "Associate Bank Agreements"); and
- (b) All agreements between the Secured Party, the Debtor or an Associate Bank, and a Merchant which honors credit cards pursuant to which the Merchant undertakes to honor credit cards and agrees to deposit credit card transaction records with the Secured Party and to settle with the Secured Party for credit card transactions (collectively, the "Merchant Agreements");
- (iv) All of the Debtor's rights in and to agreements entered into by the Debtor which (i) are with Merchants who honor credit cards and; (ii) would have constituted Merchant Agreements or Associate Bank Agreements had they been entered into by the Secured Party; and (iii) provide for settlement of credit card transactions through the Secured Party;
- (v) The goodwill and General Intangibles, as defined in the Uniform Commercial Code, of the Debtor's credit card processing and related services business provided to Merchants and Associate Banks pursuant to the Merchant Agreements and the Associate Bank Agreements;
- (vi) All books and records relating to the above described collateral including without limitation all credit card transaction records, whether in documented or electronic form.

546-581

(vii) All proceeds and products of any of the above assets or property rights.

DEBTOR:

NATIONAL DATA PAYMENT
SYSTEMS, INC.

By: *E. Michael Englem* (SEAL)
Name: *E. Michael Englem*
Title: *Vice President + Secretary*

Date: September *9*, 1989

TO FILING OFFICER: After this Statement has been recorded,
please return to:

James T. Heidelbach, Esquire
GEBHARDT & SMITH
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: 8634

8634*FINANCIN.STA

SCHEDULE I

546 582

00003229A	PROGRAMER FLEXTIME UNIT	00103345	FAX MACH RAPICON 200
00016511	ADDRESSOGRAPH 1500 METAL	00208551	HW MISC IBM COLOR DISPLAY MONITOR
00017180	HW MISC EPSON PRINTER, X-RIB, CABLE	00206110	HW MISC IBM COLOR DISPLAY MONITOR
00030476	FILE CABINET 5 DRAWER LATERAL	00406515	DICTATING NORELCO TRANSCRIBER W/ACC
00030577	FILE CABINET 5 DRAWER LATERAL	00428050	HW COLOR MONITOR & INTERFACE
00030580	FILE CABINET CLOTHES	01424362	HW PC IBM PS/2 M-30-021 W/ACCES
00030581	FILE CABINET CLOTHES	01435193	HW PC IBM PS/2 M-30-021 W/ACCES
00030603	FILE CABINET 5 DRAWER LATERAL	02201074	CALCULATOR CASIO MDL R-1001
00031167	FILE CABINET CLOTHES	02206529	CALCULATOR CASIO
00031783	FILE CABINET CLOTHES	03520117	IMAGE EQ PC70 CANNON RDR/PRTR W/ACC
00031784	FILE CABINET CLOTHES	05209204	ELEC TYPE IBM SELECTIC II
00031785	FILE CABINET 4 DRAWER LATERAL	08042287	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031786	FILE CABINET 4 DRAWER LATERAL	08042288	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031787	FILE CABINET 5 DRAWER LATERAL	08042289	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031795	FILE CABINET 5 DRAWER LATERAL	08042290	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031796	FILE CABINET 5 DRAWER LATERAL	08042291	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031797	FILE CABINET 5 DRAWER LATERAL	08042293	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031798	FILE CABINET 5 DRAWER LATERAL	08042294	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031799	FILE CABINET 5 DRAWER LATERAL	08042295	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031875	FILE CABINET 2 DRAWER LATERAL	08042296	IMAGE EQ MICRON 780 M/FICHE VIEWER
00031876	FILE CABINET 5 DRAWER LATERAL	08042297	IMAGE EQ MICRON 780 M/FICHE VIEWER
00032262	FILE CABINET CARD 20 DRAWER	08042298	IMAGE EQ MICRON 780 M/FICHE VIEWER
00032290	FILE CABINET 5 DRAWER LATERAL	17A01343	ELECT TYPE PAN 3000 BASIC NON MEMORY
00032291	FILE CABINET 5 DRAWER LATERAL	17A02061	ELECT TYPE PAN 3000 BASIC NON MEMORY
00032292	FILE CABINET 5 DRAWER LATERAL	17A03454	ELECT TYPE PAN 3000 BASIC NON MEMORY
00038187	FILE CABINET 5 DRAWER	17A03468	ELECT TYPE PAN 3000 BASIC NON MEMORY
00061357	FILE CABINET 4 DRAWER LATERAL	17A04081	ELECT TYPE PAN 3000 BASIC NON MEMORY
00061358	FILE CABINET 4 DRAWER LATERAL	17A08425	ELECT TYPE PAN 3000 BASIC NON MEMORY
00066588	SW PC LOTUS IBM W/KEYBOARD	17A08487	ELECT TYPE PAN 3000 BASIC NON MEMORY
00068729	FILE CABINET 5 DRAWER LATERAL W/LOCK	18J78227	HW MISC HP LASERJET PRINTER W/CBL
00068730	FILE CABINET 4 DRAWER LATERAL W/LOCK	20811085	FAX MACH PANAFAX UP 620
00068731	FILE CABINET 4 DRAWER LATERAL W/LOCK	29A14477	ELECT TYPE PAN KXE400 W/CORR MEMORY
00068732	FILE CABINET 4 DRAWER LATERAL W/LOCK	29A14782	ELECT TYPE PAN KXE400 W/CORR MEMORY
00068733	FILE CABINET 4 DRAWER LATERAL W/LOCK	29A14786	ELECT TYPE PAN KXE400 W/CORR MEMORY
00073459	FILE CABINET 3 DRAWER LATERAL W/LOCK	29A14795	ELECT TYPE PAN KXE400 W/CORR MEMORY
00074080	FILE CABINET 5 DRAWER LATERAL W/LOCK	29A14811	ELECT TYPE PAN KXE400 W/CORR MEMORY
00074081	FILE CABINET 5 DRAWER LATERAL W/LOCK	29A14815	ELECT TYPE PAN KXE400 W/CORR MEMORY
00074082	FILE CABINET 5 DRAWER LATERAL W/LOCK	29A14872	ELECT TYPE PAN KXE400 W/CORR MEMORY
00074083	FILE CABINET 5 DRAWER LATERAL W/LOCK	29A14916	ELECT TYPE PAN KXE400 W/CORR MEMORY
00074084	FILE CABINET 5 DRAWER LATERAL W/LOCK	30271053	SW MISC LOTUS 123, DOS, FSTBK, WRDPER
00074085	FILE CABINET 5 DRAWER LATERAL W/LOCK	30515676	SW MISC LOTUS 123, IBM DOS 3.3
00074086	FILE CABINET 5 DRAWER LATERAL W/LOCK	31013370	HW MISC HAYES SMARTMODEM 2400 W/SW
00074107	FILE CABINET MEDIA VERTICAL W/LOCK	31013372	HW MISC HAYES SMARTMODEM 2400 W/SW
00074108	FILE CABINET 4 DRAWER LATERAL	33304011	IMAGE EQ PC70 CANNON RDR/PRTR
00074109	FILE CABINET 5 LEE SUPPLY W/LOCK	412015A	HW AMDEK 3 DA W/ACCESS
00074883	MAT HNDLG IBICO BINDING KIT W/SPIRALS	4795A	HW DUAL DRIVE OMEGA W/ACCESS
00074883A	MAT HNDLG IBICO BINDING KIT W/SPIRALS	53279108	ELECT TYPE ADLER 1005
00074884	FILE CABINET MEDIA VERTICAL W/LOCK	53279220	ELECT TYPE ADLER 1005

53279256	ELECT TYPE ADLER 1005	00000039	MERCURY CALCULATOR 80130018
53279262	ELECT TYPE ADLER 1005	00000040	MICRO-FILM READER/PRINTER
53288537	ELECT TYPE ADLER 1005	00000041	DATA PRODUCTS PC PRINTER
53363140	ELECT TYPE ADLER 1005XL		
53374004	ELECT TYPE ADLER 1005 XLII		
53377345	ELECT TYPE ADLER 1005 XLII		
61291194	ELECT TYPE IBM SELECT II 26-1291194		
67319130	CALCULATOR-PRINTING MDL 1217P		
91005639	SW MISC LOTUS SYMP, DOS 3.3, FSTBACK		
953705A	HW IBM PC 2 2ND DRIVE		
00000001	FIVE DRAWER LATERAL FILE		
00000002	80130518 MERCURY CALCULATOR		
00000003	TCA CALCULATOR Q330034		
00000004	MERCURY CALCULATOR 80130519		
00000005	TCA CALCULATOR 1140405		
00000006	MERCURY CALCULATOR 80130517		
00000007	TCA CALCULATOR Q330033		
00000008	IMAGE EQ MICRON 780 M/FICHE VIEWER		
00000009	CABINET-STORAGE COATS 31024		
00000010	MICRO FICHE CABINET 4400		
00000011	MERCURY CALCULATOR 71230193		
00000012	CASIO CALCULATOR 5562		
00000013	TOSHIBA CALCULATOR KJ102100		
00000014	MERCURY CALCULATOR 71151168		
00000015	MERCURY CALCULATOR 71151167		
00000016	MERCURY CALCULATOR 80130016		
00000017	TCA CALCULATOR E444490		
00000018	MERCURY CALCULATOR 80330402		
00000019	TCA CALCULATOR F444383		
00000020	MERCURY CALCULATOR 71151142		
00000021	TOSHIBA CALCULATOR 100137		
00000022	MERCURY CALCULATOR 80130516		
00000023	TCA CALCULATOR Q330120		
00000024	MERCURY CALCULATOR 80130534		
00000025	MERCURY CALCULATOR 80330403		
00000026	MERCURY CALCULATOR 80130533		
00000027	MERCURY CALCULATOR 80130520		
00000028	MERCURY CALCULATOR 71151141		
00000029	FILE CABINET CLOTHES		
00000030	2 DRAWER FILE CABINET		
00000031	CASIO CALCULATOR 2207026		
00000032	FILE CABINET STORAGE 31166		
00000033	FARRINGTON CARDWRITER 4800		
00000034	MERCURY CALCULATOR 80130020		
00000035	OLYMPIC TYPEWRITER 47404069		
00000036	MERCURY CALCULATOR 80130019		
00000037	ALOS SIMPLEX RECORDER 60166		
00000038	MICROPROCESSOR NORLECO 828-07-406515		

TYPE	SERIAL #						
VMT+	860482951	VMT+	860483083	VMT+	860800013	VMT+	860899584
VMT+	860482952	VMT+	860483085	VMT+	860800015	VMT+	860899585
VMT+	860482953	VMT+	860483086	VMT+	860800016	VMT+	860899586
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VMT+	860482956	VMT+	860483090	VMT+	860800262	VMT+	860899588
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VMT+	860482978	VMT+	860483092	VMT+	860800264	VMT+	860899591
VMT+	860482979	VMT+	860483094	VMT+	860800265	VMT+	860899592
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VMT+	860483067	VMT+	860485036	VMT+	860800491		
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VMT+	860483075	VMT+	860485043	VMT+	860899575		
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VMT+	860483079	VMT+	860800009	VMT+	860899579		
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VMT+	860483081	VMT+	860800011	VMT+	860899581		
VMT+	860483082	VMT+	860800012	VMT+	860899583		

TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #										
VXL	000003621	VXL	010069837	VXL	010070759	VXL	010111165	VXL	010138785	VXL	010167030	VXL	010167736	TRANZ	010787655
VXL	000003809	VXL	010069838	VXL	010070762	VXL	010111170	VXL	010138786	VXL	010167033	VXL	010167737	TRANZ	010787817
VXL	000003810	VXL	010069842	VXL	010070765	VXL	010111172	VXL	010138787	VXL	010167036	VXL	010167738	TRANZ	010787818
VXL	000003811	VXL	010069843	VXL	010070766	VXL	010111174	VXL	010138788	VXL	010167037	VXL	010167739	TRANZ	010787819
VXL	000003812	VXL	010069848	VXL	010070767	VXL	010128732	VXL	010138791	VXL	010167038	VXL	010167740	TRANZ	010787820
VXL	000003813	VXL	010069850	VXL	010070769	VXL	010128733	VXL	010138801	VXL	010167039	VXL	010167741	TRANZ	010787821
VXL	000003814	VXL	010070177	VXL	010070770	VXL	010128739	VXL	010139343	VXL	010167041	VXL	010167802	TRANZ	010787824
VXL	000003815	VXL	010070178	VXL	010070772	VXL	010128743	VXL	010139345	VXL	010167464	VXL	010167803	TRANZ	010787825
VXL	000003816	VXL	010070181	VXL	010070773	VXL	010128746	VXL	010139346	VXL	010167465	VXL	010167805	TRANZ	010787826
VXL	000003817	VXL	010070184	VXL	010070774	VXL	010128747	VXL	010139353	VXL	010167468	VXL	010167806	TRANZ	010787829
VXL	000003818	VXL	010070188	VXL	010070775	VXL	010128749	VXL	010139354	VXL	010167469	VXL	010167807	TRANZ	010787832
VXL	000003819	VXL	010070189	VXL	010109796	VXL	010128851	VXL	010139358	VXL	010167471	VXL	010167808	TRANZ	010787833
VXL	000003865	VXL	010070191	VXL	010109797	VXL	010128852	VXL	010139360	VXL	010167473	VXL	010167810	TRANZ	010787834
VXL	000003866	VXL	010070195	VXL	010109809	VXL	010128853	VXL	010139423	VXL	010167474	VXL	010167812	TRANZ	010787836
VXL	000003868	VXL	010070376	VXL	010109811	VXL	010128856	VXL	010139430	VXL	010167477	VXL	010167814	TRANZ	010787897
VXL	000003869	VXL	010070377	VXL	010109814	VXL	010128857	VXL	010166795	VXL	010167480	VXL	010167815	TRANZ	010787899
VXL	000003870	VXL	010070379	VXL	010110436	VXL	010128864	VXL	010166798	VXL	010167504	VXL	010167817	TRANZ	010787900
VXL	000003872	VXL	010070381	VXL	010110444	VXL	010128865	VXL	010166800	VXL	010167505	VXL	010167818	TRANZ	010787901
VXL	000003874	VXL	010070384	VXL	010110447	VXL	010129074	VXL	010166801	VXL	010167506	VXL	010167819	TRANZ	010787904
VXL	000003876	VXL	010070385	VXL	010110454	VXL	010129084	VXL	010166862	VXL	010167507	VXL	010167821	TRANZ	010787906
VXL	000003877	VXL	010070418	VXL	010110501	VXL	010129085	VXL	010166866	VXL	010167508	VXL	010168244	TRANZ	010787907
VXL	000003880	VXL	010070420	VXL	010110503	VXL	010129086	VXL	010166868	VXL	010167509	VXL	010168245	TRANZ	010787908
VXL	000003882	VXL	010070421	VXL	010110504	VXL	010129087	VXL	010166872	VXL	010167511	VXL	010168246	TRANZ	010787909
VXL	000003889	VXL	010070422	VXL	010110506	VXL	010133204	VXL	010166875	VXL	010167515	VXL	010168255	TRANZ	010787910
VXL	000003906	VXL	010070426	VXL	010110511	VXL	010133207	VXL	010166902	VXL	010167516	VXL	010168259	TRANZ	010787913
VXL	000003907	VXL	010070434	VXL	010110540	VXL	010137122	VXL	010166907	VXL	010167519	VXL	010168702	TRANZ	010794165
VXL	000003908	VXL	010070497	VXL	010110542	VXL	010137422	VXL	010166909	VXL	010167622	VXL	010168703	TRANZ	010794267
VXL	000003910	VXL	010070498	VXL	010110554	VXL	010137431	VXL	010166910	VXL	010167628	VXL	010168704	TRANZ	010794268
VXL	000003917	VXL	010070499	VXL	010110763	VXL	010137433	VXL	010166916	VXL	010167630	VXL	010168705	TRANZ	010794269
VXL	000003918	VXL	010070502	VXL	010110766	VXL	010137434	VXL	010166917	VXL	010167664	VXL	010168706	TRANZ	010794270
VXL	000003919	VXL	010070508	VXL	010110770	VXL	010137463	VXL	010166919	VXL	010167666	VXL	010168707	TRANZ	010794271
VXL	010017922	VXL	010070509	VXL	010110778	VXL	010137466	VXL	010166921	VXL	010167671	VXL	010168709	TRANZ	010794272
VXL	010017926	VXL	010070510	VXL	010110786	VXL	010137469	VXL	010167002	VXL	010167672	VXL	010168710	TRANZ	010794273
VXL	010017928	VXL	010070512	VXL	010110791	VXL	010137470	VXL	010167003	VXL	010167673	VXL	010168712	TRANZ	010794274
VXL	010017929	VXL	010070515	VXL	010110795	VXL	010137472	VXL	010167004	VXL	010167674	VXL	010168713	TRANZ	010794275
VXL	010017936	VXL	010070657	VXL	010110988	VXL	010137473	VXL	010167005	VXL	010167674	VXL	010168714	TRANZ	010794276
VXL	010017939	VXL	010070660	VXL	010111017	VXL	010137475	VXL	010167006	VXL	010167677	VXL	010168715	TRANZ	010794277
VXL	010017940	VXL	010070661	VXL	010111028	VXL	010137477	VXL	010167007	VXL	010167678	VXL	010168716	TRANZ	010794278
VXL	010018101	VXL	010070662	VXL	010111029	VXL	010138069	VXL	010167008	VXL	010167679	VXL	010168717	TRANZ	010794279
VXL	010018104	VXL	010070663	VXL	010111031	VXL	010138072	VXL	010167009	VXL	010167722	VXL	010168719	TRANZ	010794280
VXL	010018106	VXL	010070669	VXL	010111035	VXL	010138076	VXL	010167010	VXL	010167723	VXL	010168720	TRANZ	010794281
VXL	010018109	VXL	010070670	VXL	010111038	VXL	010138077	VXL	010167011	VXL	010167724	VXL	010168721	TRANZ	010794282
VXL	010018110	VXL	010070673	VXL	010111041	VXL	010138078	VXL	010167014	VXL	010167725	TRANZ	010787637	TRANZ	010794283
VXL	010018112	VXL	010070675	VXL	010111047	VXL	010138166	VXL	010167015	VXL	010167726	TRANZ	010787641	TRANZ	010794284
VXL	010018118	VXL	010070738	VXL	010111139	VXL	010138167	VXL	010167017	VXL	010167728	TRANZ	010787642	TRANZ	010794285
VXL	010018119	VXL	010070739	VXL	010111140	VXL	010138175	VXL	010167018	VXL	010167729	TRANZ	010787643	TRANZ	010794286
VXL	010019926	VXL	010070740	VXL	010111141	VXL	010138752	VXL	010167019	VXL	010167730	TRANZ	010787645	TRANZ	010799127
VXL	010042671	VXL	010070748	VXL	010111143	VXL	010138753	VXL	010167020	VXL	010167731	TRANZ	010787646	TRANZ	010799129
VXL	010042673	VXL	010070751	VXL	010111147	VXL	010138754	VXL	010167021	VXL	010167732	TRANZ	010787648	TRANZ	010799130
VXL	010042676	VXL	010070752	VXL	010111148	VXL	010138756	VXL	010167024	VXL	010167733	TRANZ	010787649	TRANZ	010799131
VXL	010042677	VXL	010070755	VXL	010111151	VXL	010138761	VXL	010167026	VXL	010167734	TRANZ	010787650	TRANZ	010799132
VXL	010042688	VXL	010070757	VXL	010111153	VXL	010138782	VXL	010167029	VXL	010167735	TRANZ	010787651	TRANZ	010799133

TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #	TYPE	SERIAL #		
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TRANZ	010799135	TRANZ	010828016	TRANZ	010832751	VMT	850419846	VMT	850936500	VMT+	860168238	VMT+	860273478	VMT+	860483069				
TRANZ	010799136	TRANZ	010828017	TRANZ	010832753	VMT	850419848	VMT	850936503	VMT+	860168314	VMT+	860273480	VMT+	860483074				
TRANZ	010799138	TRANZ	010828018	TRANZ	010832754	VMT	850419849	VMT	850936506	VMT+	860168453	VMT+	860273482	VMT+	860483076				
TRANZ	010799139	TRANZ	010828019	TRANZ	010832755	VMT	850419851	VMT	850936508	VMT+	860168455	VMT+	860273492	VMT+	860483084				
TRANZ	010799140	TRANZ	010828020	TRANZ	010832758	VMT	850420082	VMT	850936510	VMT+	860168456	VMT+	860273493	VMT+	860483087				
TRANZ	010799141	TRANZ	010828021	TRANZ	010832760	VMT	850420083	VMT	850936511	VMT+	860168457	VMT+	860273496	VMT+	860483088				
TRANZ	010799143	TRANZ	010828022	TRANZ	010832761	VMT	850420084	VMT	850936514	VMT+	860168658	VMT+	860274460	VMT+	860483093				
TRANZ	010799144	TRANZ	010828023	TRANZ	010832762	VMT	850420085	VMT	850936515	VMT+	860168660	VMT+	860274461	VMT+	860483095				
TRANZ	010799145	TRANZ	010828024	TRANZ	010832761	VMT	850420089	VMT	850936517	VMT+	860168685	VMT+	860274463	VMT+	860483117				
TRANZ	010799146	TRANZ	010828025	TRANZ	010832825	VMT	850420090	VMT	850936518	VMT+	860168691	VMT+	860274464	VMT+	860483122				
TRANZ	010826096	TRANZ	010828026	TRANZ	010832826	VMT	850420091	VMT	850936520	VMT+	860168703	VMT+	860274466	VMT+	860483127				
TRANZ	010826097	TRANZ	010828027	TRANZ	010832831	VMT	850420252	VMT	850936629	VMT+	860171421	VMT+	860274748	VMT+	860483128				
TRANZ	010826100	TRANZ	010828028	TRANZ	010832832	VMT	850420254	VMT	850936630	VMT+	860171449	VMT+	860274750	VMT+	860483131				
TRANZ	010826103	TRANZ	010828029	TRANZ	010832835	VMT	850420255	VMT	850936631	VMT+	860171453	VMT+	860274751	VMT+	860483132				
TRANZ	010826104	TRANZ	010828030	TRANZ	010832837	VMT	850420259	VMT	850936633	VMT+	860171454	VMT+	8604	VMT+	860483490				
TRANZ	010826105	TRANZ	010828031	TRANZ	010832839	VMT	850420260	VMT	850936634	VMT+	860171457	VMT+	860482304	VMT+	860483491				
TRANZ	010826106	TRANZ	010828032	TRANZ	010832841	VMT	850420613	VMT	850936636	VMT+	860171549	VMT+	860482468	VMT+	860483496				
TRANZ	010826109	TRANZ	010828033	TRANZ	010832842	VMT	850420620	VMT	850936637	VMT+	860171610	VMT+	860482469	VMT+	860485030				
TRANZ	010826112	TRANZ	010828034	TRANZ	010833224	VMT	850628278	VMT	850936640	VMT+	860171692	VMT+	860482477	VMT+	860485032				
TRANZ	010827273	TRANZ	010828035	TRANZ	010833226	VMT	850628281	VMT	850936660	VMT+	860273279	VMT+	860482481	VMT+	860485033				
TRANZ	010827274	TRANZ	010828036	TRANZ	010833230	VMT	850628283	VMT	850936770	VMT+	860273292	VMT+	860482482	VMT+	860485040				
TRANZ	010827275	TRANZ	010828037	TRANZ	010833232	VMT	850628285	VMT	850936775	VMT+	860273323	VMT+	860482483	VMT+	860800002				
TRANZ	010827276	TRANZ	010828038	TRANZ	010833234	VMT	850628287	VMT	850936779	VMT+	860273326	VMT+	860482484	VMT+	860800003				
TRANZ	010827277	TRANZ	010828039	TRANZ	010833242	VMT	850628289	VMT	850936783	VMT+	860273330	VMT+	860482567	VMT+	860800004				
TRANZ	010827278	TRANZ	010828040	TRANZ	010833242	VMT	850628296	VMT	850936864	VMT+	860273333	VMT+	860482571	VMT+	860800005				
TRANZ	010827279	TRANZ	010828042	TRANZ	010833265	VMT	850628297	VMT	850936865	VMT+	860273336	VMT+	860482573	VMT+	860800006				
TRANZ	010827280	TRANZ	010828043	TRANZ	010833280	VMT	850628299	VMT	850936868	VMT+	860273346	VMT+	860482575	VMT+	860800007				
TRANZ	010827281	TRANZ	010828045	TRANZ	841100223	VMT	850628302	VMT	850936869	VMT+	860273350	VMT+	860482819	VMT+	860800014				
TRANZ	010827282	TRANZ	010828046	TRANZ	841100224	VMT	850628306	VMT	850936925	VMT+	860273351	VMT+	860482833	VMT+	860800257				
TRANZ	010827283	TRANZ	010828047	TRANZ	841100225	VMT	850628307	VMT	850936927	VMT+	860273356	VMT+	860482857	VMT+	860800258				
TRANZ	010827284	TRANZ	010828048	TRANZ	841100226	VMT	850628308	VMT	850936930	VMT+	860273376	VMT+	860482859	VMT+	860800259				
TRANZ	010827285	TRANZ	010828049	TRANZ	841100228	VMT	850628308	VMT	850936930	VMT+	860273376	VMT+	860482863	VMT+	860800260				
TRANZ	010827286	TRANZ	010828050	TRANZ	841100229	VMT	850628311	VMT	850936942	VMT+	860273379	VMT+	860482876	VMT+	860800267				
TRANZ	010827287	TRANZ	010828051	TRANZ	841100230	VMT	850628312	VMT	850936955	VMT+	860273381	VMT+	860482947	VMT+	860800274				
TRANZ	010827288	TRANZ	010832583	TRANZ	841100232	VMT	850628313	VMT	850936956	VMT+	860273390	VMT+	860482950	VMT+	860800381				
TRANZ	010827289	TRANZ	010832584	TRANZ	841100235	VMT	850628315	VMT	850936960	VMT+	860273393	VMT+	860482954	VMT+	860800383				
TRANZ	010827290	TRANZ	010832585	TRANZ	841100236	VMT	850628317	VMT	850936991	VMT+	860273396	VMT+	860482980	VMT+	860800384				
TRANZ	010827291	TRANZ	010832587	TRANZ	841100239	VMT	850628325	VMT	850936992	VMT+	860273399	VMT+	860482981	VMT+	860800387				
TRANZ	010827292	TRANZ	010832588	TRANZ	841100240	VMT	850628328	VMT	850936993	VMT+	860273402	VMT+	860482985	VMT+	860800390				
TRANZ	010827293	TRANZ	010832588	TRANZ	841100241	VMT	850628330	VMT	850936994	VMT+	860273414	VMT+	860482986	VMT+	860800394				
TRANZ	010827295	TRANZ	010832589	TRANZ	841100242	VMT	850936441	VMT	850936995	VMT+	860273415	VMT+	860482993	VMT+	860800396				
TRANZ	010827296	TRANZ	010832590	TRANZ	841100245	VMT	850936447	VMT	850936996	VMT+	860273416	VMT+	860482994	VMT+	860800479				
TRANZ	010827297	TRANZ	010832591	TRANZ	841205331	VMT	850936448	VMT	850936997	VMT+	860273417	VMT+	860482999	VMT+	860800483				
TRANZ	010827298	TRANZ	010832594	TRANZ	841205336	VMT	850936449	VMT	850936998	VMT+	860273420	VMT+	860483000	VMT+	860800485				
TRANZ	010827299	TRANZ	010832595	TRANZ	841205338	VMT	850936485	VMT	850936999	VMT+	860273421	VMT+	860483007	VMT+	860800486				
TRANZ	010827866	TRANZ	010832601	TRANZ	841205344	VMT	850936488	VMT	850937000	VMT+	860273422	VMT+	860483009	VMT+	860800488				
TRANZ	010827868	TRANZ	010832743	TRANZ	841205346	VMT	850936489	VMT+	860168106	VMT+	860273424	VMT+	860483013	VMT+	860800489				
TRANZ	010827869	TRANZ	010832744	TRANZ	841205348	VMT	850936491	VMT+	860168173	VMT+	860273431	VMT+	860483014	VMT+	860899576				
TRANZ	010827871	TRANZ	010832746	TRANZ	841205350	VMT	850936492	VMT+	860168182	VMT+	860273435	VMT+	860483015	VMT+	860899582				
TRANZ	010827872	TRANZ	010832747	TRANZ	850419837	VMT	850936494	VMT+	860168193	VMT+	860273440	VMT+	860483060	VMT+	860899590				
TRANZ	010828013	TRANZ	010832748	TRANZ	850419838	VMT	850936497	VMT+	860168195	VMT+	860273441	VMT+	860483061	VMT+	860899593				
TRANZ	010828014	TRANZ	010832749	TRANZ	850419839	VMT	850936498	VMT+	860168233	VMT+	860273455	VMT+		VMT+	860899995				
																		VMT+	860899996

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Maryland Industrial Trucks Inc
Address 719 T Hammonds Ferry Road, Linthicum, MD 21090

2. SECURED PARTY

Name World Omni Leasing Inc
Address 120 NW 12th Ave, Deerfield Beach FL 33442
ATTN: Rita Schaefer
Person And Address To Whom Statement Is To Be Returned 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 new Toyota forklift MODEL 2FBEC15, SN 13618

Name and address of Assignee

THIS FINANCING STATEMENT IS NOT TO BE CONSTRUED AS AN ADMISSION THAT THE LEASE TO WHICH THE STATEMENT RELATES BETWEEN THE SECURED PARTY AND DEBTOR CONSTITUTES A SECURITY AGREEMENT.

NOT SUBJECT TO RECORDATION TAX!!

EQUIPMENT LEASE DOES NOT CREATE A SECURITY INTEREST.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

XXX (Products of collateral are also covered)

(Signature of Debtor)

Maryland Industrial Trucks Inc
Type or Print Above Name on Above Line

(Signature of Debtor)

World Omni Leasing Inc
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11

546 571

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

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. 265813 recorded in Book 507, page 355 on February 4, 1987 among the Financing Records of Anne Arundel County, Maryland.

1. DEBTOR(S):

Name(s): T. S. F., INC.; T/A HAMPTON HOUSE
Address(es): 200 South Main Street; Annapolis, Maryland 21401

2. SECURED PARTY:

Name: MARYLAND NATIONAL BANK
Address: 10 Light Street; 022901; Baltimore, Maryland 21202

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 Records 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 all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required).
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Hallie P Rice
316 Tree Tops Road
Pasadena, Maryland 21122

9. SIGNATURES.

SECURED PARTY

By: Ralph E. Hensley
Ralph E. Hensley
Assistant Vice President

DEBTOR(S)

(Necessary only if Item 6 is applicable) Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

*Please return recorded original to: Hurst R. Hessey
1311 Fidelity Bldg.
Baltimore, MD 21201

10.50

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER

Anne Arundel County
STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Earth Shapers, Inc.
872 Derby Farm Road
Severn, MD 21144

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Mid-Atlantic Equipment Company
P.O. BOX 3380
Manassas VA 22110

Name & address of Assignee

Associates Commercial Corporation
4191 Innslake Drive #118
Glen Allen, VA 23060

Date of maturity if less than five years

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

- One John Deere Model 555G Crawler Loader SN/756171
- One John Deere Model 9300G Backhoe SN/53739
- One General Engines Model 20HAL Trailer ID#112HMV289KT033185

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.

NOT SUBJECT TO RECORDATION TAX - Conditional Sale Contract

✓
Earth Shapers, Inc.

Mid-Atlantic Equipment Company

Signature of Debtor if applicable (Date)

Frederick W. Finch, Jr. Pres. 9/26/89
Frederick W. Finch, Jr. Pres.

Signature of Secured Party if applicable (Date)

Richard Rosso, VP 9/26/89
Richard Rosso, VP

11/5

546 573

278736

the security
use third copy as a Termination

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (#8 above):

1 Debtor(s) (Last Name First) and address(es) United Truck Parts and Sales, Inc., 8332 Bristol Court, Jessup, Anne Arundel, Maryland 20794	2 Secured Party(ies) and address(es) The Dollar Savings and Trust Company, 20 Federal Plaza, Youngstown, Mahoning County, Ohio 44503	3 Maturity date (#8 above): For Filing Officer (Date, Time, Number, and Filing Office) 
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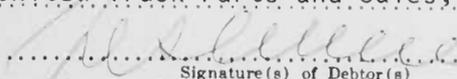
4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

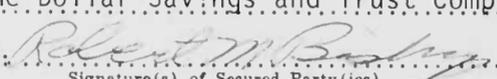
All accounts, general intangibles, chattel paper, instruments, other forms of obligations and receivables, inventory, merchandise, raw materials, work in process, supplies, goods, equipment, machinery, furnishings and other personal property whether now existing or hereafter acquired or arising.

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be filed in the real estate records

Filed with: Anne Arundel County Recorder, Clerk of the Circuit Court, Jessup, Maryland 21401

This instrument prepared by

United Truck Parts and Sales, Inc.
By: 
Signature(s) of Debtor(s)
Leslie Apple, Secretary

The Dollar Savings and Trust Company...
By: 
Signature(s) of Secured Party(ies)
Robert M. Bishop, Asst. Vice Pres.

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

National Graphics Corp., Cols., O. Form No. L8-14



546 574

278707

AA Co
C-02-07481-3

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 Chem Trans, Inc.
Address 50 Earleigh Heights Road Severna Park, MD 21146

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, MD 21227

Orix 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:

Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Chem Trans, Inc.

[Signature]
(Signature of Debtor)

Gary Briggs, Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

[Signature]
(Signature of Secured Party)

James Sennelle, S/T
Type or Print Above Signature on Above Line

1780

CONDITIONAL SALE CONTRACT NOTE BOOK 546 PAGE 574-A

TO: Beltway International Trucks, Inc. ("Seller") FROM: Chem Trans, Inc. ("Buyer")
1800 Sulphur Spring Road Baltimore, MD 21227 50 Earleigh Heights Road Severna Park, MD 21146

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) Navistar Model 9700 Cabover Tractor S/N 1HSRKGUR4LH250082
*Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Orix Credit Alliance, Inc.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$54,672.00-8304; (2) Less DOWN PAYMENT In Cash \$-0-; (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$-0-; (4) CONTRACT PRICE (Time Balance) \$54,672.00-8304.

*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:
50 Earleigh Heights Road Severna Park 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 Eighty four thousand six hundred seventy two and 00/100 ***** Dollars (\$84,672.00-8304) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 2nd day of November 1989, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$1,764.00/130.00 and the final installment being in the amount of \$1,764.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of --0--% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: September 29 19 89 BUYER(S)-MAKER(S):
Accepted: Beltway International Trucks, Inc. (SEAL) Chem Trans, Inc. (SEAL)
By: James Gemelle (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Buyer-Maker Here)

This instrument prepared by _____

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 546 PAGE 574-B

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.

_____(I.S.)_____
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to FIRST INTERSTATE CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of First Interstate Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

Wherever the name First Interstate Credit Alliance, Inc. appears herein, it shall be deemed to mean Crix Credit Alliance, Inc.

ASSIGNMENT

BOOK 546 PAGE 574-C

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 September 29, 1989 between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee, and Chem Trans, Inc. 50 Earleigh Heights Road Severna Park, MD 21146 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in FICAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to FICAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured (and will continue to be so) and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that FICAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to FICAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that FICAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to FICAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and FICAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce FICAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to FICAI the then unpaid balance outstanding under the contract without requiring FICAI to proceed against any person or property. **In consideration of FICAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, FICAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected.** FICAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to FICAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in FICAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that FICAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon FICAI's request, pay to FICAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by FICAI in accordance with FICAI's usual procedures and will be such amount as will enable FICAI to receive, with respect to the contract, such rate of return as FICAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto FICAI any interest that we may have in the Property and/or any monies that FICAI may be holding for our account. Upon our execution hereof, we shall have no authority without FICAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. **We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.**

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to FICAI, would adversely affect FICAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 86,572.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of September, 19 89

Beltway International Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: James J. Jernelli S/T

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

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:
ROBERTS JAMES L.
7959 TELEGRAPH RD. LOT #130
SEVERN MD 21144

Filing No. (stamped by filing officer) _____ Date, Time, Filing Office (stamped by filing officer) _____

Debtor name (last name first if individual) and mailing address:
7959 TELEGRAPH RD. LOT #130
SEVERN MD 21144

5

Debtor name (last name first if individual) and mailing address:
1b

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

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
CHESAPEAKE MH OF LAUREL, MD
10039 N. SECOND AVENUE
LAUREL, MD 20707

Number of Additional Sheets (if any) _____
Optional Special Identification (Max. 10 characters) _____

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

COLLATERAL

Identify collateral by item and/or type:
1989 HOLLY PARK FOREST PARK 14 X 70
SERIAL # 11089 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES AND APPURTENANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.1(I) OR THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered.

Special Types of Parties (check if applicable)
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

SECURED PARTY SIGNATURE(S)
This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another 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):
CHESAPEAKE MH OF LAUREL, MD
Diana A. Kulevskaya, Agent

DEBTOR SIGNATURE(S)
Debtor Signature(s):
ROBERTS JAMES L. *X James L. Roberts*

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
WOODBIDGE, VA 22192

12
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

11

546 25576

278700

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 Earnest G. Stanley DBA E. Stanley Asphalt
Address 1664 Disney Road, Severn, Md. 21144

2. SECURED PARTY

Name JOHN C. LOUIS COMPANY, INC.
Address 1805 Cherry Hill Road
Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Melroe Bobcat Model 843 S/N 5037-31438

Flotation Tires, 60" Bucket with teeth.

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)

Earnest G. Stanley D.B.A. E. Stanley Asphalt

ASSIGNEE

Clark Credit Company
500 Circle Drive
Buchanan, Michigan 49107

JOHN C. LOUIS COMPANY, INC.

Earnest Stanley
(Signature of Debtor)
Type or Print Above Signature on Above Line
Earnest G. Stanley, Owner
(Signature of Debtor)
Type or Print Above Signature on Above Line

Wilmer S. Davison
(Signature of Secured Party)
Wilmer S. Davison, President
Type or Print Above Name on Above Line

175



FINANCING STATEMENT FORM UCC-1

Identifying File No. 020100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 10/2/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOWARD JENNINGS
Address 105 EARLEIGH HEIGHTS RD SEVERNA PARK MD. 21146

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY ANNAPOLIS MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 - USED KUBOTA TRACTOR B8200DT SN# 61320

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

KUBOTA CONTRACT # 13400-819025

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)

Howard Jennings
(Signature of Debtor)

HOWARD JENNINGS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

(Signature of Secured Party)

Use H. FINK

Type or Print Above Signature on Above Line

1150

278731

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)
COMDISCO, INC.
6111 North River Rd.
Rosemont, IL 60018

2 Secured Party(ies) and address(es)
COM-L 1989-B CORPORATION
6111 North River Rd.
Rosemont, IL 60018

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:
COMPUTER AND TELECOMMUNICATIONS INVENTORY CONSISTING OF EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO, TOGETHER WITH ANY AND ALL REPAIRS AND REPLACEMENTS THEREOF AND SUBSTITUTIONS THEREFOR, AND ANY AND ALL INCOME AND PROCEEDS DUE OR TO BECOME DUE THEREFROM.

5 Assignee(s) of Secured Party and Address(es)
First Security Bank of Utah, N.A., as Trustee
79 South Main Street
Salt Lake City, UT 84111

THIS FILING IS FOR PRECAUTIONARY NOTICE PURPOSES ONLY AND NOT FOR AN ADMISSION THAT THE SALE AND ASSIGNMENT DATED AS OF SEPTEMBER 15, 1989 CREATES A SECURITY INTEREST IN THE ABOVE DESCRIBED COLLATERAL. (PLEASE SEE EXHIBIT-A FOR LIST OF SL NOS.)
~~NOT SUBJECT TO MARYLAND RECORDATION TAX - TRUE LEASE DOES NOT CREATE A SECURITY INTEREST~~

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

Filed with:
ANNE ARUNDEL COUNTY CLERK, MD
572664 1682 JG

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

COMDISCO, INC.
By: JO GOYETTE, SUPV. INSTITUTIONAL FINANCE
Signature(s) of Debtor(s)

COM-L 1989-B CORPORATION
By: ALAN ANDREINI, VP Its V.P.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

EXHIBIT

PROGRAM : FDR18C00-02
RUN DATE: 09/28/89
RUN TIME: 13:03:55

DEBT PACKAGE / OFFER ANALYSIS
FOR: FIRST SECURITY BANK UT
OFFER: 02171

PAGE: 41
546 579

STATE: MD COUNTY: ANNE ARUNDEL
DEPT OF ASSESSMENTS AND TAXATION OF MARYLAND

LOCATION: 915 RT 3
GAMBRILLS MD 21054

LESSEE: JONES INFORMATION MGMT INC
& JONES INTERCABLE INC
ENGLEWOOD CO 80112

CONTRACT	--EQUIPMENT--		EQUIPMENT DESCRIPTION	SERIAL NUMBER
	SCHD	DATED		
18-5L14126-00	C005	11/15/89	COOX MODE 32641 MODEM	113256 113704 113705 125050
			COOX MODE 32681 MODEM	112597
			COOX MODE 41300 MODEM	41157
			COOX SYS VAR VARIOUS COEX EQUIP	-
			COOX SYS 67500 SYSTEM	2034
			VAR MISC VAR VARIOUS SHIPPING CHARGE	-
			VAR SYS VAR VARIOUS SYSTEM VARIOUS MFG.	-

=====

STATE: MD COUNTY: ANNE ARUNDEL

DEPT OF ASSESSMENTS AND TAXATION OF MARYLAND

LOCATION: 915 RT 3
GAMBRILLS MD 21054

LESSEE: JONES INFORMATION MGMT INC
& JONES INTERCABLE INC
ENGLEWOOD CO 80112



546 580

278792

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)

Secured Party(ies) and address(es)

Power Component
Systems, Inc.
7526 Connelley Drive
Hanover, MD 21076

SYGNET LEASING 1989A
10 E. 22ND Street
Suite 214
Lombard, IL 60148



1. This financing statement covers the following types (or items) of property
EQUIPMENT LEASE THAT DOES NOT CREATE A SECURITY INTEREST -
NOT SUBJECT TO MARYLAND RECORDATION TAX.
The following Equipment under Lease No. 535001,
Schedule No. 1:

ASSIGNEE OF SECURED PARTY

LaSalle Bank of Lisle
4733 Main Street
Lisle, IL 60532

(1) COMPAQ Deskpro 386/20e Model 110
w/ Add'l 1MB Memory Expansion Board,
Add'l COMPAQ Parallel/Serial Board
S/N 4921HS4H0183

(1) COMPAQ VGA Monochrome Monitor S/N
(2) COMPAQ Deskpro 286e S/N 4920HZ1H0857, 4920HZ1H0776

(2) COMPAQ VGA Color Monitor S/N
(1) COMPAQ DOS 3.3

(1) ARCNET Active Hub S/N P892607534

(1) Entre 2400B External Modem (6) TIARA Lincard/A

(1) Backup Power Supply (425w) S/N 5057004240

(1) Maynard 150MB External Tape Backup

~~True Lease Collateral not subject to Recordation
Tax For Notification Purposes Only~~

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

POWER COMPONENT SYSTEMS, INC.

By

Signature of Debtor

David Leach, President

*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

124964 5976 CM

1150

546 551

278793

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) COM-L 1989-B CORPORATION 6111 North River Rd. Rosemont, IL. 60018	2 Secured Party(ies) and address(es) FIRST SECURITY BANK OF UTAH, N.A., AS TRUSTEE 79 South Main Street Corporate Trust Dept. Salt Lake City, Utah 84111	3 For Filing Officer (Date, Time, Number, and Filing Office) 
--	---	---

4 This financing statement covers the following types (or items) of property:
SEE ATTACHED EXHIBITS A AND B

Not Subject to Maryland Recordation Tax - True Lease - Does Not Create a Security Interest
(SL 14126)

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.

1683 JG 572469

Filed with STATE DEPARTMENT OF ASSESSMENTS & TAXATION ANNE ARUNDEL COUNTY CLERK - MD

COM-L 1989-B CORPORATION By:  Alan Andreini V.P. Signature(s) of Debtor(s)	FIRST SECURITY BANK OF UTAH, N.A., AS TRUSTEE By: _____ Signature(s) of Secured Party(ies)
---	---

(1) Filing Officer Copy - Alphabetical  STANDARD FORM - FORM UCC-1.

EXHIBIT A

546 582

All of Debtor's now existing and hereafter arising or acquired right, title, claim, demand and interest in all of the following, as defined (if so defined) in the Uniform Commercial Code as in effect in this State: all accounts, accounts receivable, assets, property, chattel paper, contracts, contract rights, undertakings, rights to payment, agreements, documents, general intangibles, instruments, leases, equipment, all other goods and inventory, whether tangible or intangible, including without limitation, each of the leases, receivables, accounts, equipment and the inventory identified on Exhibit B hereto, and, to the extent not otherwise included, all proceeds of the foregoing and all accessions to, substitutions and replacements for, and rents, profits, income, revenues, issues, avails and products of the foregoing, whether due to voluntary or involuntary disposition. References to all leases include all amendments, modifications and supplements thereto.

ac/aetna-b/exhibit.a

PROGRAM : FDR18000-02
ON DATE: 09/25/89
ON TIME: 18:39:34

DEBT PACKAGE / OFFER ANALYSIS
FOR: FIRST SECURITY BANK OF
OFFER: 02171

EXHIBIT B

PAGE: 41

546 583

STATE: MD COUNTY: ANNE ARUNDEL
DEPT OF ASSESSMENTS AND TAXATION OF MARYLAND

LOCATION: 815 RT 3
GAMBRILLS

MD 21054

LESSEE: JONES INFORMATION MGMT INC
& JONES INTERCABLE INC
ENGLEWOOD CO 80112

---EQUIPMENT---			
CONTRACT	SCHD	DATED	SERIAL NUMBER
6-SL14126-00	C005	11/15/88	
		COOX MODE 32641	
		MODEM	113256
			113704
			113705
			125050
		COOX MODE 22631	
		MODEM	112597
		COOX MODE 41300	
		MODEM	41157
		COOX SYS VAR VARIOUS	
		CODEX EQUIP	-
		COOX SYS 67500	
		SYSTEM	2034
		VAR MISC VAR VARIOUS	
		SHIPPING CHARGE	-
		VAR SYS VAR VARIOUS	
		SYSTEM VARIOUS MFG.	-

=====

PARTIES

Debtor name (last name first if individual) and mailing address:

MARSHALL ROBERT L.
LOT #243 WAYSONS M H P
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:

HAFELFINGER TRINA L.
LOT #243 WAYSONS M H P
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:

ACCENT MOBILE HOMES
7401 MOORE ROAD
BRANDYWINE, MD 20613 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):

ACCENT MOBILE HOMES

Sara Kopalchuk-agent

4

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

278794 546 22584

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. 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:

1979 YOUNG AMERICAN 14 X 70
 SERIAL # YAP94354 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):

MARSHALL ROBERT L. *Robert L Marshall*

HAFELFINGER TRINA L. *Trina L Haffelfinger*

1b

11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER
WOODBIDGE, VA 22192

12

STANDARD FORM - FORM UCC-1 (1-1-89)
 Approved by Secretary of Commonwealth of Pennsylvania

10

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

FINANCING STATEMENT FORM UCC-1

Identifying File No. 270705

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 10/3/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD FRANCIS ECKEL

Address 4314 WARTHEN DRIVE HARWOOD MD 20776

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.

Address 41 DEFENSE HIGHWAY

ANNAPOLIS, MD 21401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

Table with 5 columns: Quantity, Brand, Description, MN#, SN#. Rows include KUBOTA TRACTOR + TIRES, KUBOTA MID-MOWER, KUBOTA WGT, KUBOTA WGT, KUBOTA WGT.

KUBOTA CONTRACT# 13400-819263

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Edward F. Eckel

EDWARD FRANCIS ECKEL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Baldwin Service Center Inc. SEC-TREAS.

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

Handwritten initials '1/8'

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 546-586
270736

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 JAMES H WOOTEN
Address 1210 MARDA LANE ANNAPOLIS MD 21403

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC. 
Address 41 DEFENSE HIGHWAY
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

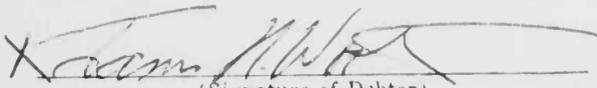
		Name and address of Assignee			
1	NEW	KUBOTA	4WD TRACTOR	MN# B9200DT	SN# 50713
1	NEW	KUBOTA	FRONT LOADER	MN# BF350A	SN# 10553

KUBOTA CREDIT CORPORATION, U.S.A.
1025 Northbrook Parkway
Suwanee, Georgia 30174

KUBOTA CONTRACT# 13400-819335

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

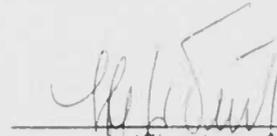

(Signature of Debtor)

JAMES H WOOTEN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party) SEC-TREAS.

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

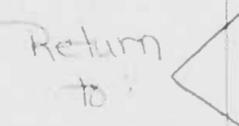
118

546 587

275737

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) Powell, Curtis and Deloris 1285 Central Avenue Davidsonville, MD 21035	2 Secured Party(ies) and address(es) Chesapeake Water Systems, Inc. 7310 Ritchie Hwy Suite 411 Glen Burnie, MD 21061	For Filing Officer (Date, Time, Number, and Filing Office) 
4 This financing statement covers the following types (or items) of property: One United Standard Complete Water Treatment System Located at: 1285 Central Avenue Davidsonville, MD 21035 Secured Party is the Seller. To be recorded in the Land Records.		5 Assignee(s) of Secured Party and Address(es) Security Pacific Fin. Svcs. 7310 Ritchie Hwy Suite 404 Glen Burnie, MD 21061

Return to 

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Filed with

Curtis W. Powell

 Curtis W. Powell
 By *Deloris M. Powell*

 Deloris M. Powell (s) of Debtor(s)

Security Pacific Financial Svcs, Inc.
 Sherry Parada, Assisstant Manager
 By *Sherry Parada*

 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO RECORDING TAX
 NOT SUBJECT TO ON PRINCIPAL
AMOUNT OF
546 + 588

FINANCING STATEMENT

278738

TRAC EXCAVATORS

NAME OR NAMES - Print or Type

Route 2, Box 395C Stevensville, Anne Arundel MD. 21666
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 22110
ADDRESS-Street No. CITY STATE ZIP CODE

3. This Financing Statement covers the following types of property:
(Describe & Attach separate list if necessary).

- (1) Dynapac Model CA15 PD Pad Drum Roller with 66" Wide Drum and ROPS, S/N 598169

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)

John F Boyle
Signature of Debtor

TRAC EXCAVATORS

Type or Print

Signature of Debtor

Type or Print

MID-ATLANTIC EQUIPMENT COMPANY

Company, if applicable

Tom Lloyd

Signature of Secured Party

TOM LLOYD

CREDIT MANAGER (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

1150

546-589

AA 9/29/89
275735

FINANCING STATEMENT FORM UCC-1

Identifying File No: _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200-B, 407 Grain 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 3/17/89, Schedule # 03, dated 7/31/89 between Assignor as Lessor and LEASE ACCOUNT # 984220 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 9/24/89 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TransFinancial Leasing Corp.

Frank J. Saxro, III
(Signature of Debtor)

Frank J. Saxro, III, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signet Bank/ Maryland

Stephen B. Bradley, AVP
(Signature of Secured Party)

Stephen B. Bradley, AVP
Type or Print Above Name on Above Line

Filed in Anne Arundel County.

11

STV ENGINEERS, INC.

Schedule 03

EQUIPMENT LIST

<u>Quantity</u>	<u>Description of Equipment</u>
(1) One	7436s/830 Electrostatic plotter 400DPI; 830-00 rasterizer; 7036-60 media cutter; 830-28 RS 232c serial interface for 906/907 data; additional 4 MB of memory (8MB total).
(1) One	Xerox 4045-150a laser printer with serial/parallel interface to be connected to a Prime supermini computer.
(4) Four	COMPAQ 286E 12MHz PC with 40MB hard disk (29ms); DOS 3.3; VGA built-in graphics card; one MB of RAM; 1.2 MB floppy; Logitech c-7 serial mouse; Compaq VGA color monitor.
(1) One	Macintosh SE with 40MB Apple hard disk with two MB of RAM; keyboard and mouse; Radius full page display card and monitor.

TransFinancial Leasing Corp.

BY:

Frank J. Sano

TITLE: President

Signet Bank/Maryland

BY:

Stephen B. Bradley

TITLE: AVP

TO BE FILED WITH FINANCING RECORDS
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

270001

548 591

FINANCING STATEMENT

1. Name & Address of Debtor: NORTH WOOD JOINT VENTURE
C/O Arlington Custom Homes, Inc.
P.O. Box 890
Millersville, Maryland 21108
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB
1726 West Street
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at Lot 7, North Wood Estates, Anne Arundel County, Maryland, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon Lot 7, North Wood Estates, Anne Arundel County, MD., 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:
NORTH WOOD JOINT VENTURE
BY: Colonial Financial Services
Corporation
by: [Signature]
Alan J. Hyatt, President

BY: Arlington Custom Homes, Inc.
by: [Signature]
Nancy F. Kreller, President

Secured Party:
SEVERN SAVINGS BANK, FSB
by: [Signature]
Melvin E. Meekins, Jr.

TW

RECORD FEE 13.00
POSTAGE .50
#001800 DIST R02 T15:12
10/06/99

SCHAFFER
HA CO. CIRCUIT COURT

1300

546-592

Not used

10-6-89

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522 Page No. 585
 Identification No. 271576 Dated _____

1. Debtor(s) { W.F. UTZ CONSTRUCTION COMPANY, INC.
 Name or Names—Print or Type 21012
1512 RITCHIE HIGHWAY SUITE 105 ARNOLD, MARYLAND
 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"/> XX 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 checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.) <p style="text-align: center;">TERMINATION</p> </p>



RECORD FEE 10.00
 POSTAGE .50
 RECEIVED BY THE CLERK OF THE COURT
 JUNE 14 1989
 W. WILE SCHAFER
 100 N. EIGHTH STREET

Dated: May 12, 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)

1030

File 2944

546 - 594

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 501

Page No. 389

Identification No. 263164

Dated August 7, 1986

1. Debtor(s) { Richard E. Seifert and Linda C. Seifert
Name or Names—Print or Type
804 222nd Street Pasadena, MD 21122
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>



REGISTRATION FEE \$10.00
STORAGE \$5.00
NOTARIAL FEE \$10.00
IN FILE CHARGE \$5.00
ON FILE CHARGE \$5.00

Dated: April 20, 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)

ALL-SERVICE TITLE CO., INC.
438 CRAIN HWY., N.W.
GLEN BURNIE, MD 21061

10 30

FINANCING STATEMENT

1. Name of Debtor(s): Paul J. Kinsey
 Address: Diane L. Kinsey
 301 Sourwood Court
 Millersville, Maryland 21108

~~Not Subject to Registration Tax~~
 Taxable Debt: \$15,000.
 \$117.50 paid to the
 Clerk of the Court of
 Anne Arundel County

2. Name of Secured Party: The Annapolis Banking and Trust Company
 Address: P.O. Box 311
 Annapolis, Maryland 21404



3. Name of Assignee: Annapolis Banking & Trust Co.
 Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: Dental Equipment: See Schedule A.

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):
Paul J. Kinsey

 Paul J. Kinsey
Diane L. Kinsey

 Diane L. Kinsey

Secured Party:

 The Annapolis Banking and Trust Co.
 (Type Name of Dealership)
 By *John Paul Koehler*

 (Authorized Signature)
 John Paul Koehler, Vice President

 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

105 105 - 2

546 596

Schedule "A"

Identification of equipment to be financed by the Annapolis Banking and Trust Company for Paul J. Kinsey and Diane L. Kinsey, purchasers of the equipment. The note and security agreement is dated October 5, 1989 and the loan is in the amount of \$15,000.00

The dental equipment is identified as follows:

- A. Priority chair with Double articulating Head Rest and electric foot switch for priority chair. (serial numbered #6908442).
- B. Doctors stool (serial numbered E908733).
- C. Assistants stool (serial numbered E908796) with 3130 doctors unit handpiece.
- D. Assistants valum instrumentation (serial numbered 18-74758) with built in Fiber optic system and built in scaler.
- E. Preference mounted light (serial numbered 1732178).
- F. Heliodent MD X Ray unit (serial numbered 880356).

This is to certify tht the above referenced equipment is being financed by Annapolis Banking and Trust Company, which is to have a security interest in the equipment.

Paul J. Kinsey
Paul J. Kinsey

Diane L. Kinsey
Diane L. Kinsey

Dated: October 5, 1989



Schedule "A"

Identification of equipment to be financed by the Annapolis Banking and Trust Company for Paul J. Kinsey and Diane L. Kinsey, purchasers of the equipment. The note and security agreement is dated October 5, 1989 and the loan is in the amount of \$15,000.00

The dental equipment is identified as follows:

- A. Priority chair with double articulating head rest and electric foot switch for priority chair (serial numbered #6908442).
- B. Doctors stool (serial numbered E908733).
- C. Assistants stool (serial numbered E908796) with 3130 doctors unit headpiece.
- D. Assistants vacum instrumentation (serial numbered #18-74758) with built in fiber optic system and built in scaler.
- E. Preference mounted light (serial numbered #1732178).
- F. Heliodent MD X Ray unit (serial numbered #880356).

This is to certify tht the above referenced equipment is being financed by Annapolis Banking and Trust Company, which is to have a security interest in the equipment.



Paul J. Kinsey



Diane L. Kinsey

Dated: October 5, 1989

546 596

Schedule "A"

Identification of equipment to be financed by the Annapolis Banking and Trust Company for Paul J. Kinsey and Diane L. Kinsey, purchasers of the equipment. The note and security agreement is dated October 5, 1989 and the loan is in the amount of \$15,000.00

The dental equipment is identified as follows:

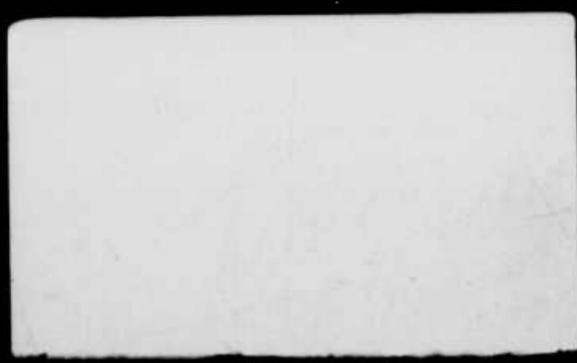
- A. Priority chair with Double articulating Head Rest and electric foot switch for priority chair. (serial numbered #6908442).
- B. Doctors stool (serial numbered E908733).
- C. Assistants stool (serial numbered E908796) with 3130 doctors unit handpiece.
- D. Assistants valum instrumentation (serial numbered 18-74758) with built in Fiber optic system and built in scaler.
- E. Preference mounted light (serial numbered I732178).
- F. Heliodont MD X Ray unit (serial numbered 880356).

This is to certify tht the above referenced equipment is being financed by Annapolis Banking and Trust Company, which is to have a security interest in the equipment.

Paul J. Kinsey
Paul J. Kinsey

Diane L. Kinsey
Diane L. Kinsey

Dated: October 5, 1989



FINANCING STATEMENT

278808

To be filed in the X Financing Records
 Land Records
of District of Columbia
 Montgomery County
 Prince George's County
 X Anne Arundel County

Not subject to Recordation Tax. Principal amount of secured
is: \$90,000.00 .

The appropriate amount of Recordation Taxes, if any, have
been paid in connection with a Deed of Trust recorded or intended
to be recorded among the Land Records of the jurisdiction in
which the land hereinafter described is located and given as
security in connection with the same loan.

- 1. DEBTOR: ADDRESS:
Patrick F. Shannahan 630 W. Central Avenue
Davidsonville, MD 21035
- 2. SECURED PARTY: ADDRESS:
Shannahan Joint Venture 6000 Executive Blvd., #115
Rockville, Maryland 20852
- 3. TRUSTEES: ADDRESS:
Steven H. Hofberg 6000 Executive Blvd., #115
Richard D. Krampf Rockville, Maryland 20852

TW

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 premise 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 therefore,
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 floorcoverings, screens storm doors and windows,
stoves, gas and electric ranges, refrigerators, freezers and
freezing apparatus of every nature, 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) All of the right, title, interest, estate, claim or
demand of the Debtor either by law or in equity in and to all
architectural, engineering and similar plans, specifications,
drawings, renderings, profiles, studies, shop drawings, reports,

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plans, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and sales proceeds; and

(d) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral, including all leases now in force or hereafter entered into, all security deposits and advance rentals paid or to be paid.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies, provided that in the lease between the Debtor and any such tenant, the Tenant has the right to remove the items at or before the expiration of the term of the lease.

5. The aforesaid items are included as security to certain Assignments of even date given by the Debtor to the Secured Party 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.

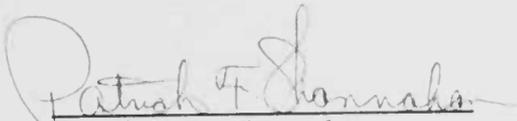
6. Proceeds of collateral are covered by this Financing Statement, and all replacement or substitute collateral.

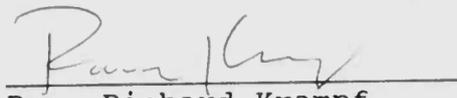
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the Owner, and which is known as 630 W. Central Avenue, Davidsonville, MD 21035, more fully described on Exhibit A attached hereto.

DEBTOR:

SECURED PARTY:

Shannahan Joint Venture


Patrick F. Shannahan


By: Richard Krampf,
Management Agent

October 5, 1989
Date

546 599

278377

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING
STATEMENT RECORDS OF THE STATE
OF MARYLAND, AND IN THE LAND
RECORDS AND THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO
RECORDATION TAX

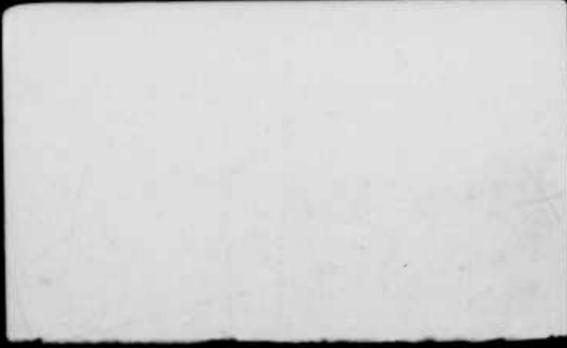
This Financing Statement is presented to a Filing Officer pursuant to
the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: Kenyon Development Corporation
63 Duke of Gloucester Street *101 Veterans Landing*
Annapolis, Maryland 21401
- 2. NAME AND ADDRESS OF SECURED PARTY: Sterling Bank & Trust Co.
111 Water Street
Baltimore, Maryland 22102
Attn: Ms. Patricia Jenkins

3. This Financing Statement covers the following types (or items)
of property:

(a) All fixtures, fittings, furnishings, appliances, apparatus,
equipment and machinery, and all articles of personal property of every kind
and nature whatsoever now or hereafter located in or upon any interest or
estate in that certain parcel of real property and improvements now or
hereafter thereon, located in Anne Arundel County, Maryland, and more
particularly described in Exhibit A, attached hereto and made a part hereof
(the "Property"), or any part thereof, and used or usable in connection with
any present or future operation of the Property, and now owned or hereafter
acquired by Debtor and any property of any tenant thereon to which Debtor as
landlord would have access upon default by such tenant, including, without
limiting the generality of the foregoing, all screens, storm windows and
doors, floor coverings, shrubbery, plants, boilers, tanks, machinery,

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: 546 - 600

furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and including all equipment installed or to be installed and used in the operation of any building or buildings and appurtenant facilities to be erected in or upon the Property, and all building materials, supplies and equipment now or hereafter delivered to the Property and intended to be installed therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the operation of the Property; and

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith made between Debtor and Arthur L. Silber and Patricia A. Jenkins, trustees thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust, as security for a loan (the "Loan") made by Secured Party to Debtor.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Kenyon Development Corporation.

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7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is \$500,000.00.

Debtor: Kenyon Development Corporation

By: James K. Reed (Seal) (SEAL)
James K. Reed
Title: President

Date: ~~June 7~~, 1989
July 7

Mr. Clerk: Please return to: ^{Howard R. Majev, Esquire}
Howard R. Majev, Esquire
Weinberg and Green
100 South Charles Street
14th Floor
Baltimore, Maryland 21201

EXHIBIT A

BEGINNING for the same at the beginning of the land which by deed dated May 8, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. 56, folio 12, was conveyed by George W. Long and wife to Mary A. Murphy and running thence with the lines of said land as now surveyed North 77 degrees 41 minutes east 14.85 feet to a point in the Old Baltimore Annapolis Boulevard, thence still with the lines of said land and in the Old Baltimore Annapolis Boulevard North 18 degrees 19 minutes west 165 feet North 22 degrees 19 minutes west 374.55 feet and North 0 degrees 04 minutes west 99 feet thence leaving the road and running North 89 degrees 34 minutes west 1598.85 feet South 19 degrees 26 minutes west 234.30 feet and South 1 degree 04 minutes east 798.68 feet to intersect the outlines of the whole tract and thence with a part of said outline North 77 degrees 41 minutes east 1884.97 feet to the place of beginning.

**END
LIBER**